

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER W-9-W1-20-OA-G14 000		PAGE 1 OF 130	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER TIRNO-09-R-00021	
6. SOLICITATION ISSUE DATE 05/13/2009		7. FOR SOLICITATION INFORMATION CALL: ▶		a. NAME BROWN, LEONA M		b. TELEPHONE NUMBER (No collect calls) 202-283-1296	
8. OFFER DUE DATE/ LOCAL TIME 06/18/2009 10:00 AM		9. ISSUED BY  Internal Revenue Service 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745		CODE IRS0088		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR  NAICS: 511210 SIZE STANDARD: \$25 Million	
				<input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR700)		13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO 401 W. Peachtree St. 15th Floor, Ste. 1520 Atlanta , GA 30308		CODE 30308414		16. ADMINISTERED BY Internal Revenue Service 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745		CODE IRS0088	
17a. CONTRACTOR/ OFFEROR  TO ALL OFFERORS		CODE 00055905		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  IRS Beckley Finance Center P.O. Box 9002 Tel: (304) 254-3300 Beckley, WV 25802	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
0001		Base Year (February 10, 2010 through February 9, 2011)  Tax Preparation Software Perpetual Site License in accordance with the statement of work that includes Transmission, Help Desk Support and Software Maintenance consisting of software configuration management, version control, upgrades/updates, notifications, distribution, etc.  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		13,000.00		EA	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
0002	Web-based Training - Training for end users in accordance with Section 6.0 of the statement of work to accommodate 75,000+ participants	1.00	YR	_____	_____
0003	Individual Subcontracting Report (ISR) and Summary Subcontracting Report (SSR)	1.00	EA	_____ NSP	_____ NSP
	Option Year One (1) February 10, 2011 through February 9, 2012)				
1001	Tax Preparation Software Perpetual Site License in accordance with the statement of work that includes Transmission, Help Desk Support and Software Maintenance consisting of software configuration management, version control, upgrades/updates, notifications, distribution, etc.	13,000.00	EA	_____	_____
1002	Web-based Training - Training for end users in accordance with Section 6.0 of the statement of work to accommodate 75,000+ participants	1.00	YR	_____	_____
1003	Individual Subcontracting Report (ISR) and Summary Subcontracting Report (SSR)	1.00	EA	_____ NSP	_____ NSP

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER <div style="display: flex; justify-content: space-between; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> PARTIAL <input type="checkbox"/> <input type="checkbox"/> FINAL </div>		34. VOUCHER NUMBER	35.AMOUNT VERIFIED CORRECT FOR	
36. PAYMENT <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> COMPLETE    <input type="checkbox"/> PARTIAL    <input type="checkbox"/> FINAL </div>		37. CHECK NUMBER		
38. S/R ACCOUNT NUMBER <div style="display: flex; justify-content: space-between; align-items: center;"> <input type="checkbox"/> </div>		39.S/R VOUCHER NUMBER		
40. PAID BY		41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		
		42.a. RECEIVED BY ( <i>Print</i> )		
		42b. RECEIVED AT ( <i>Location</i> )		
		42.c DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
	Option Year Two (2) (February 10, 2012 through February 9, 2013)				
2001	Tax Preparation Software Perpetual Site License in accordance with the statement of work that includes Transmission, Help Desk Support and Software Maintenance consisting of software configuration management, version control, upgrades/updates, notifications, distribution, etc.	13,000.00	EA	_____	_____
2002	Web-based Training - Training for end users in accordance with Section 6.0 of the statement of work to accommodate 75,000+ participants	1.00	YR	_____	_____
2003	Individual Subcontracting Report (ISR) and Summary Subcontracting Report (SSR)	1.00	EA	NSP _____	NSP _____
	Option Year Three (3) (February 10, 2013 through February 9, 2014)				
3001	Tax Preparation Software Perpetual Site License in accordance with the statement of work that includes Transmission, Help Desk Support and Software Maintenance consisting of software configuration management, version control, upgrades/updates, notifications, distribution, etc.	13,000.00	EA	_____	_____
3002	Web-based Training - Training for end users in accordance with Section 6.0 of the statement of work to accommodate 75,000+ participants	1.00	YR	_____	_____
3003	Individual Subcontracting Report (ISR) and Summary Subcontracting Report (SSR)	1.00	EA	NSP _____	NSP _____
	Option Year Four (4)(February 10, 2014 through February 9, 2015)				
4001	Tax Preparation Software Perpetual Site License in accordance with the statement of work that includes Transmission, Help Desk Support and Software Maintenance consisting of software configuration management, version control, upgrades/updates, notifications, distribution, etc.	13,000.00	EA	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
4002	Web-based Training - Training for end users in accordance with Section 6.0 of the statement of work to accommodate 75,000+ participants	1.00	YR	<div></div>	<div></div>
4003	Individual Subcontracting Report (ISR) and Summary Subcontracting Report (SSR)	1.00	EA	<div>NSP</div> <div></div>	<div>NSP</div> <div></div>



## Addendum to SF 1449

This solicitation is for the acquisition of commercial off-the-shelf (COTS) electronic tax preparation and transmission software and support. This software will support the Internal Revenue Service (IRS) organizations' tax assistance programs including Tax Counseling for the Elderly (TCE), Volunteer Income Tax Assistance (VITA), IRS Employees (Employee e-file), and Taxpayer Assistance Centers (TAC).

The IRS requires both desktop and web-based Commercial Off-the-shelf (COTS) electronic tax preparation and transmission software and support, compliant with IRS electronic *e-file* and security requirements. Both the desktop and web-based software will be used by the IRS tax assistance programs listed above, to provide free electronic federal and state tax return preparation and transmission for taxpayers. The software is expected to be used by tax professionals and non-tax professionals, who are IRS partners, volunteers, and employees.

This solicitation will result in an Indefinite Delivery, Indefinite Quantity, Fixed-Price contract. The contract will consist of one base year with four option years. All supplies and services required under the resulting contract shall be ordered by the issuance of delivery orders

Products and services to be ordered under the resulting contract shall be set forth in accordance with FAR Clauses 52.216-18, Ordering; 52.216-19, Delivery Order Limitations; and 52.216-22, Indefinite Delivery Indefinite Quantity.

The resulting contract will consist of a base period (12 months) with four option years for a total contract life "Not to Exceed" sixty (60) months as described herein and in accordance with FAR Clauses 52.217-8, Option to Extend Services and 52.219, Option to Extend the Term of the Contract:

Base Year	February 10, 2010 through February 9, 2011
Option Year 1	February 10, 2011 through February 9, 2012
Option Year 2	February 10, 2012 through February 9, 2013
Option Year 3	February 10, 2013 through February 9, 2014
Option Year 4	February 10, 2014 through February 9, 2015

Estimated quantities are reflected in the attached schedule for all contract years. The quantities are only estimates and are not a representation that the estimated quantity will be required or ordered. These quantities are based on an Independent Government Cost Estimate (IGCE) and shall be used for proposal purposes. The minimum dollar amount of products and services that the Government will order during the life of this contract shall be \$10,000.00. The

maximum order quantity shall consist of the total value of the total quantities under all line items as set forth in the solicitation schedule, inclusive of all option years.

## **Solicitation Attachment 1**

### **STATEMENT OF WORK FOR ELECTRONIC RETURN PREPARATION AND TRANSMISSION SOFTWARE AND SUPPORT**

#### **1.0 INTRODUCTION**

The Customer Assistance, Relationships and Education (CARE) organization within the Internal Revenue Service (IRS) Wage and Investment Division seeks to secure a new contract for electronic tax preparation and transmission software and support. This software shall support the following IRS organizations' tax assistance programs:

1. Stakeholder Partnerships, Education and Communication (SPEC) organization:
  - a. Tax Counseling for the Elderly (TCE); and
  - b. Volunteer Income Tax Assistance (VITA)
2. Field Assistance (FA) organization:
  - a. IRS Employees e-file
  - b. Taxpayer Assistance Centers (TAC)

CARE requires both desktop and web-based Commercial Off-the-shelf (COTS) electronic tax preparation and transmission software and support, compliant with IRS electronic *e-file* and security requirements. Both the desktop and web-based software shall be used by the IRS tax assistance programs listed above, to provide free electronic federal and state tax return preparation and transmission for taxpayers. The software is expected to be used by tax professionals and non-tax professionals, who are IRS partners, volunteers, and employees (referred to hereafter as IRS licensees).

CARE's goal under this procurement is a successful deployment of user-friendly software applications capable of electronic federal and state tax return preparation; with unlimited free transmission of returns prepared by IRS licensees with varying degrees of experience; at potentially 10,000 locations worldwide, with diverse technical operating environments; and meeting IRS security, privacy, support and training requirements.

Under this statement of work, the contractor must at a minimum support and facilitate:

1. Software acquisition;
2. Software distribution;
3. Maintenance (i.e. fix software bugs/problems, updates and upgrades);
4. Help desk assistance via web/phone/email, and technical trouble-shooting support;



5. Web-based training;
6. Training web site operation;
7. Receipt and processing of transmissions from licensees to contractor;
8. Receipt and processing of transmissions from contractor to IRS;
9. Return of Acknowledgment Files to IRS licensees; and
10. IRS security and privacy standards.

## **2.0 BACKGROUND**

The SPEC and Field Assistance organizations within CARE provide free electronic tax preparation for taxpayers who are generally low-income, elderly, disabled, or have limited English proficiency. This service is provided in more than 400 IRS buildings nationwide and in more than 10,000 volunteer sites which are located in borrowed or donated space. The majority of return preparation is performed by certified volunteers.

During tax year 2008, CARE tax programs prepared over 4.5 million federal and state returns; at more than 10,000 locations nationwide and abroad; assisted by over 75,000 volunteers and employees.

### **2.1 SPEC**

#### **2.1.1 Volunteer Income Tax Assistance (VITA)**

SPEC partners with community based coalitions, non-profit organizations, and local city and state governmental agencies to provide free tax preparation services. These agencies support the Volunteer Income Tax Assistance (VITA) program. VITA partners and volunteers prepare basic tax returns for low-income taxpayers, who are U.S. citizens, residents and non-resident aliens. All tax preparation is performed by a certified volunteer with the taxpayer present. These returns generally include income from wages.

VITA sites are located at neighborhood community centers, libraries, churches, shopping malls and other locations that are convenient to the taxpayer. There is also a supplemental program for taxpayers living in or near nine U.S. embassies overseas. Internet accessibility is determined by location. Community based VITA sites are generally open January with the beginning of e-file through April 15.

SPEC also partners with the Armed Forces Tax Council to provide free return preparation for active and retired military personnel at military bases across the nation and internationally. These returns can be more complex and include a wide-variety of forms and schedules. This service is provided on local and international military bases and ships. These sites have internet access but operate in a secure environment which tends to impede communication speeds. Military VITA sites are open January - October.

During tax year 2008, there were more than 4,300 VITA sites offering electronic return preparation. These sites e-filed more than 2.0 million federal and state returns.

### **2.1.2 Tax Counseling for the Elderly (TCE)**

Tax Counseling for the Elderly offers services similar to those provided by VITA, as well as free tax counseling for elderly taxpayers, who are restricted to retirement homes, neighborhood sites, or private care homes. All tax preparation is performed by a certified volunteer with the taxpayer present. These returns are generally more complex than those prepared through VITA and include income from pensions, annuities, and social security benefits. TCE sites generally open the first week in February and close April 15. Internet accessibility is determined by location.

During tax year 2007, there were more than 4,500 TCE sites offering electronic return preparation. These sites e-filed more than 2.5 million federal and state returns.

## **2.2 Field Assistance**

### **2.2.1 Taxpayer Assistance Centers (TAC)**

The IRS has approximately 400 Taxpayer Assistance Centers, mobile units and alternative sites where taxpayers can get answers to their tax questions and receive assistance with filing their individual tax returns. TAC offers tax return preparation assistance to taxpayers meeting the income limits set in the tax code for claiming the Earned Income Credit. This service is normally offered year round to include preparation of prior year returns and all tax preparation is performed by an IRS employee with the taxpayer present. These sites have Internet access but operate in a secure environment, which tends to impede communication speeds. TACs are open January through October. During tax year 2008, the TAC e-filed more than 125,000 federal and state returns.

### **2.2.2 Employee e-file**

Employee *e-file* offers free electronic filing to all IRS employees and their spouses. This service is generally available for a limited time during the filing season of the processing year. The IRS employee or family member prepares their federal and state (where applicable) returns on paper and takes them to one of the employee *e-file* sites. An IRS employee inputs the returns and transmits them electronically. There are no restrictions on the complexity of these returns. Employee *e-file* sites are located in government facilities and have access to the Internet. These sites have internet access but operate in a secure environment, which tends to impede communication speeds.

During tax year 2008, there were approximately 90 offices throughout the United States offering employee *e-file*. During tax year 2008, IRS Employee e-filed more than 25,000 federal and state returns.

### **3.0 MANDATORY SOFTWARE REQUIREMENTS**

All requirements under this section are mandatory with the exception of those under Section 3.1.4, Optional Software Requirements.

#### **3.1 Functional Requirements**

##### **3.1.1 IRS *e-file* Program Acceptance**

The contractor and the contractor's tax preparation software (both the desktop and web-based versions) must be capable of accurately processing data entry applicable to current tax law and have been previously, produced, maintained, marketed, and identified as an accepted IRS *e-file* software package in the year prior to this contract award.

##### **3.1.2 Software Specifications**

The contractor shall provide both a desktop (CD-ROM based) and web-based (online) version of the tax preparation software. These software versions shall be capable of electronic filing and none e-file return preparation containing the individual suite (1040, 1040A, 1040EZ, 1040NR, 1040NREZ, 1040PR, forms, schedules, worksheets, and Electronic Tax Documents) of federal and state tax preparation with electronic transmission features that allow for indirect transmission through the contractor (must be an approved IRS transmitter) to the IRS' electronic filing center. Unless directed otherwise by the IRS, the software offered shall be the most current version and release at the time of deployment.

Both the desktop and web-based software shall include the following functionality:

- a) Capable of electronic return preparation for at least the following 1040 Series Family Forms - 1040, 1040A, 1040EZ, 1040NR, 1040NREZ and 1040PR
- b) Interview-based and form-based data entry capabilities - Interview-based is defined as an interactive question and answer application that makes tax law determinations and automatically performs calculations based on responses to specific questions, and uses this information to populate the appropriate tax forms, resulting towards a completed tax return.
- c) Be capable of switching between form-based and interview-based data entry modes in real-time;

- d) Provide a multilingual capability that includes ability to print all individual tax returns, forms and schedules, in English and Spanish. It is not mandatory that Spanish printing capability be available in the contractors 2008 tax year products (desktop and web-based version) offered under this proposal. In order to successfully pass this requirement the contractor's proposal must guarantee the Spanish printing capability shall be enabled to print all individual tax returns, forms and schedules, in their 2009 tax year desktop and web-based products offered under this proposal. Those 2009 tax year products must be available to the government for testing no later than November 13, 2009.
- e) State return and multiple states return preparation with independent and Fed/State capability.
- f) Capable of e-file and non-*e-file* tax preparation.
- g) Capable of capturing and using client Electronic Filing Identification Numbers (EFIN).
- h) Capable of allowing electronic payment methods such as direct deposit, direct debit, or split refunds.
- i) Contains built-in tools to enable site managers to determine the status of prepared returns.
- j) Capable of capturing details in the 'paid preparer' sections of the federal and state returns. IRS licensees use the "paid preparer" section to capture preparer details.
- k) Capable of filing multiple tax returns per licensed copy of the software, with no limit as to the number of tax returns that can be filed per licensed copy.
- l) Ability to capture generic data fields, which allow the user to capture information not found on the return, such as client demographic information, marketing, funding information, and preparer information.
- m) Capable of diagnostic reviews and checks on inputted tax returns
- n) Provide an audit trail that identifies who created/edited the return data and date created/edited.

### **3.1.3 State Application (For All States with Income Tax Filing Requirements)**

The software shall provide capability to electronically prepare state returns, for all states with income tax filing requirements. This capability extends to full year resident, part year resident and non-resident state returns. The software shall provide the capability to electronically prepare state tax returns for multiple states, for each user as required.

If the contractor's software is used to prepare a federal tax return for a user, the software must be capable of propagating pertinent federal tax information to the state return. Unless directed otherwise by the IRS, the software provided by the contractor shall be the most current version and release available at the time of deployment.

### **3.1.4 Optional Software Requirements**

Both the desktop and web-based software shall:

1. Provide interview-based data entry capabilities for state tax returns;
2. Provide the capability to require a sub-set of users (as determined by the site coordinator) to mandatorily use the interview-based mode;
3. Incorporate capability for a third party review of returns (by site coordinators or their designated reviewers), prior to printing or e-filing of the return;
4. Provide automated determination of entitlements eligibility, like food stamps and health care assistance.

### **3.1.5 Usability Requirements**

1. The software should be fault tolerant and user friendly to allow first time or inexperienced users of the software to input tax returns error free.
2. The contractor software should contain both multimedia (both visual and audio) and textual help files.
3. The contractor should agree to customize certain features of the software specifically for use within the tax assistance programs. Examples of such customization include blocking bank products, or presetting default values within the software in order to reduce volunteer burden.
4. The contractor software versions should provide online accessible tutorials to help users understand how to use the software.

5. The contractor software should provide a “What’s New” section, with details on updates to the software and to tax law changes for the current tax year.
6. The contractor software should provide error messages that are written so a person with a 12<sup>th</sup> grade education understands the explanation and how to recover from the error. The Technical Evaluation Team shall use Microsoft Word 2003 – Readability Statistics, Flesch-Kincaid Grade Level to evaluate this requirement.
7. The contractor software should provide context sensitive help, including form-specific and field-specific help instructions.
8. The user interface, terminology and data entry methods for the desktop and web-based software should be similar – such that a user, who is trained on one version, shall be able to utilize the other version with minimal retraining effort.

## **3.2 Technical Requirements**

### **3.2.1 System and Technical Requirements**

1. The contractor’s software shall operate with the following minimum system requirements:
  - a. Processor: Intel® Pentium® III or equivalent
  - b. RAM: 128 MB
  - c. Hard Drive Space: 1.0 GB of free hard drive space
  - d. Video adapter: Super VGA (800 x 600)
  - e. Printer drivers: HP-compatible printers
  - f. Internet Access: 56 Kbps modem connections
2. The contractor’s desktop software shall be compatible at a minimum with Windows XP and VISTA desktop operating systems.
3. The contractor’s web-based software shall be compatible at a minimum with the Microsoft Internet Explorer Browser, versions 6.x and 7.x.
4. Both the web and desktop contractor’s software shall be operable where access to other computers or devices like printers is not available.
5. The contractor’s desktop and web-based software shall have the capability to save tax returns as files on fixed or removable storage media. The tax return file shall be protected by 128-bit encryption at a minimum.

6. The contractor's software shall generally provide print capability on all printer types, including multi-functional, laserjet, networked, and inkjet printers.
7. The contractor's software shall provide the ability to increase font size on screen displays to a minimum of twenty (20) points, for use by visually impaired users.
8. The contractor's software must be compliant with the IRS Common Operating Environment (COE). This requirement mandates that the contractor provided software cannot require or have dependencies on products not included within the IRS base product list. (This list is attached within Section 11.0, Definition of terms)
9. As the majority of computers used for these programs do not contain a connection to the Internet, the contractor's desktop software shall not require the internet for completion of installation or subsequent software updates.
10. The contractor's software shall be compatible with future Microsoft desktop operating system versions. This compatibility shall be communicated by the contractor within twelve months after the commercial release of this operating system version.
11. The contractor's web-based software shall be compatible with future versions of the Microsoft Internet Explorer Browser. This compatibility shall be communicated by the contractor within twelve (12) months after the commercial release of the Internet Explorer version.

### **3.2.2 Software Configuration Management**

The contractor shall provide software configuration management capability to include software maintenance (which includes, bug fixes, patches, updates, and upgrades) through one or more mechanisms appropriate to stand-alone, server based or web based applications that may include self-installation tools and or automatic updating from authoritative copies. "Bug fixes and patches" upgrades and updates shall be considered part of the original license rights. To facilitate communications, the contractor shall notify users of software maintenance releases by all of the following methods:

1. E-mail a notice to Internet addresses furnished by IRS;
2. Post the latest version of software available on the contractor's web site; and
3. Identify the impact of the maintenance release by providing release notes.

The contractor shall be cognizant of the software size of these updates, as a number of VITA/TCE locations utilize dial-up connections to access the internet.

### **3.2.3 Software and Version Control**

Unless otherwise directed by the IRS, the software provided shall be the most current professional version capable of unlimited use, commercially available in the most comprehensive package available, including current maintenance updates. All software provided shall be true and complete copies including copyright and trademark notices. Products are considered commercially available when available through the manufacturer's authorized reseller or available for commercial sale to the general public, whichever occurs first.

In the event the contractor enhances, breaks out, changes or modifies the software product, or changes the product name on this acquisition vehicle, the contractor shall be responsible to provide that feature to the IRS and include it with the applicable software and license use rights (software and license use rights defined in section 4.3). The IRS shall not receive less than what was requested when initially proposed and accepted, but does not exclude additional features that are added as enhancements by the contractor. The features and changes offered shall be provided at no additional cost.

### **3.2.4 Upgrades/Updates Notification**

Notification of updates made to the software shall be sent electronically to the IRS' point of contact (POC) via email once it has been posted to the contractor's web site along with the accompanying release notes. For stand-alone software applications, updates shall be identified as MAJOR (required by all customers) and MINOR (not required by all customers). A major update could include items such as tax law updates, changes to the electronic file record layout, etc. A minor update could include items such as small user interface changes and enhancements. Updates related to RAL (Rapid Anticipated Loans) or banking products shall not be provided to the IRS.

### **3.2.5 Performance and Reliability Requirements**

The contractor shall meet and validate, with supporting documentation, meeting the following reliability and performance requirements for the web software at a minimum:

1. The contractor's web-based software must be available 99% of the time. The contractor web software shall ordinarily be expected to be available 7 days a week, 24 hours per day. A weekly window shall be available for scheduled maintenance.



2. The web-based software must provide quick response time (defined as minimum communications speeds of 800 kilobytes per second) especially during peak usage hours. The system's primary peak processing usually occurs between 8:00 AM and 8:00 PM EST Monday through Saturday.

### **3.2.6 Section 508 of the Rehabilitation Act of 1973**

The Contractor will provide EIT products (supplies and services) that comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194 in accordance with the following clauses as set forth in this Statement of Work (SOW).

#### **3.2.6.1 1052.239-9008 Section 508 Information, Documentation, and Support (SEP 2006)**

In accordance with 36 CFR 1194, Subpart D, the electronic information technology (EIT) products and product support services furnished in performance of this contract will be documented to indicate the current conformance level with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards. At no time during the performance of the award will the level of conformance go below the level of conformance in place at the time of award. At no additional cost, the contractor will provide information, documentation, and support relative to the supplies and services as set forth herein. The Contractor will maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and will ensure that it is current within five calendar days after award and within three calendar days of changes in products being utilized as follows:

- (a) Product support documentation provided to end-users will be made available in alternate formats upon request, at no additional charge.
- (b) End-users will have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.
- (c) Support Services for products will accommodate the communication needs of end-users with disabilities.

Part 1194 Figures 1 and 2 (See 1194.25)

[End of clause]

### 3.2.6.2 1052.239-9009 Section 508 Conformance (SEP 2006)

Each electronic and information technology (EIT) product and/or product related service delivered under the terms of this contract, at a minimum, will conform to the applicable accessibility standards at 36 CFR 1194 at the level of conformance specified in Attachment 1 of the Statement of Work entitled, 508 Work Sheets.

The following technical standards have been determined to be applicable to this contract:

X 1194.21, Software applications and operating systems.

X(a) X(b) X(c) X(d) X(e) X(f) X(g) X(h)

X(i) X(j) X(k) X(l)

X 1194.22, Web-based intranet and internet information and applications.

X(a) X(b) X(c) X(d) X(e) X(f) X(g) X(h)

X(i) X(j) X(k) X(l) X(m) X(n) X(o) X(p)

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The following functional performance criteria (36 CFR 1194.31) apply to this contract.

X (a) At least one mode of operation and information retrieval that does not require user vision will be provided, or support for assistive technology used by people who are blind or visually impaired will be provided.

X (b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 will be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired will be provided.

- ☒ (c) At least one mode of operation and information retrieval that does not require user hearing will be provided, or support for assistive technology used by people who are deaf or hard of hearing will be provided.
- ☒ (d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval will be provided in an enhanced auditory fashion, or support for assistive hearing devices will be provided.
- ☒ (e) At least one mode of operation and information retrieval that does not require user speech will be provided, or support for assistive technology used by people with disabilities will be provided.
- ☒ (f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength will be provided.

### **3.3 Transmission Requirements**

#### **3.3.1 Transmitter/Transmitter Software**

The transmitter and the transmitter's software must be accepted by the *IRS e-file* program and in commercial use for at least one full year prior to contract award. The definition of a transmitter is found in Section 11, Definition of Terms.

#### **3.3.2 Indirect Data Transmission**

The software shall provide functionality for the indirect transmission of e-filed federal and applicable state tax returns through the contractor to the IRS electronic filing sites. The contractor shall authenticate every transmission that is directed to the contractor's location to ensure that the originator is an authorized IRS licensee.

When tax returns are transmitted from licensee sites to the contractor, the contractor must bundle those returns and transmit them to the appropriate IRS processing centers. Generally, the contractor must keep the batches from each site intact when forwarding them to the IRS on a daily basis so that Acknowledgment Files returned to the site cover the entire batch.

##### **3.3.2.1 Transmission via dial-up modem**

The software shall also be capable of transmitting tax returns via dial-up modem where internet connectivity to the contractor is not available

from the licensee site. As the third-party transmitter, the contractor shall provide, at no additional charge to the end user, a domestic toll-free line for use by IRS licensees to transmit electronically filed returns. The software shall transmit returns prepared by the user without delay.

#### **3.3.2.2 Transmission via Internet**

Transmissions via public Internet transmissions must be made via SSL version 3.0 or higher with encryption strength of 128-bit or higher, or dedicated leased lines or dial-up lines with an end to end (covering both directions of data traversal) encryption protocol that is compliant with FIPS 140-2 and 197 requirements.

All network devices located at IRS sites that are managed remotely via modems shall receive security controls to minimize vulnerabilities such as being disconnected from dial up access except on occasions when needed.

The contractor's software shall have the ability to allow only specific EFINs to transmit returns on behalf of the IRS Tax Assistance Programs. These EFINs shall be designated by the IRS POC.

### **3.4 Reporting Requirements**

1. Both the desktop and web-based version shall provide the ability for users to generate user level standard statistical reports. The IRS expects that the contractor's software shall provide standard reports to help users report adequately on the tax returns prepared by IRS licensees.

This reporting capability shall include, at a minimum, the ability to report on the following information elements:

- Summary report on federal tax returns, categorized by various parameters including EFIN, return status and date of preparation;
- Detailed report on federal tax returns prepared by EFIN, including Adjusted Gross Income (AGI) and general information for each taxpayer and detailed information about each return prepared
- Summary and Detailed reports on federal tax returns by tax form type with schedules – and should include all forms and schedules prepared;
- IRS e-Filing Acceptance and Rejects Summary and Detailed Reports;
- Pending Acknowledgement Summary and Detailed Reports – from either the IRS or states;

- Listing of all clients with summarized general information details for each client and categorized by EFIN;
  - Listing of all Employer Identification Numbers (EIN) used in each tax return (state or federal) and summary across all tax returns;
  - Reports cross-referencing details captured within the generic data fields per prepared tax return;
  - Tax Preparer Summary and Detailed Reports; and
  - Summary and detailed reports on state tax returns prepared.
2. The contractor's software shall provide the ability for appropriately authorized users to generate the above defined standard statistical reports.
  3. The contractor shall provide access to an online reporting web-site for all IRS licensees. At a minimum, this web-site shall enable IRS licensees and employees to run reports similar to those available from the desktop and web software. The IRS may also request for additional reports that require collation of data for a site or collection of sites.
  4. The contractor's software shall provide the ability for appropriately authorized users to create and run customized (also called "Adhoc") reports, based on a selection of data fields. This ability can be provided from within the contractor software or provided through a separate reporting web-site.

#### **4.0 MANDATORY OPERATIONAL AND DISCLOSURE REQUIREMENTS**

All requirements under this section are mandatory with the exception of those under Section 4.2.1, Optional Distribution Requirements.

##### **4.1 Management Reports**

In addition to reports provided to licensees within the software, the contractor shall provide weekly management reports during January through April and monthly management reports May through October, each year to the IRS POC. The reports shall contain at a minimum, the following information by the preparing EFIN:

1. The total number of returns filed electronically identified as transmitted, accepted, and rejected;
2. The total number of accepted returns by filing status i.e. married filing jointly, single, etc and by type of form (1040, 1040A, etc.);

3. The total number of accepted returns electronically filed claiming the earned income tax credit, child tax credit, education credit, and credit for the elderly, and the total amount of credits claimed;
4. Each EFINs beginning and ending transmission date;
5. The total number of accepted returns electronically filed requesting direct deposit of refunds;
6. The average AGI of returns electronically filed;
7. The number of accepted returns electronically filed where the primary or secondary filers were age 60 or over;
8. The total number of accepted returns electronically filed claiming a refund and the total amount of refunds;
9. The total number of accepted returns electronically filed claiming a balance due and the total amount of the balance due;
10. The total number of returns filed by Individual Taxpayer Identification Number (ITIN); and
11. The total number of federal and state returns.
12. The total number of federal returns filed for persons who speak a language other than English, by EFIN and the language spoken.
13. The total number of federal returns filed for persons with a disability.

#### **4.2 Distribution Requirements**

The contractor shall distribute all software within five (5) days of the date the product is made commercially available, but no later than the second week of November for each contract year.

The contractor shall also provide each IRS licensee a copy of the latest version CD (desktop version) by the end of June each contract year (i.e. original version CD plus all updates consolidated into a final product).

The contractor is required to ship the desktop software CDs nationwide and internationally, to potentially 10,000 shipping addresses up to a maximum of 12,500 shipping addresses. The CD shall contain the most current version and release available from the contractor at the time of shipment.

The contractor shall distribute the software using a distribution method which allows receipt of the software at IRS licensee (for stand-alone software) shipping addresses (provided to the contractor by the IRS) within 2-business days for domestic shipments and 4-business days for overseas locations. The contractor's distribution method should allow tracking both domestic and international shipments.

The contractor shall distribute product documentation to each site location every year of the contract award. The IRS POC shall provide a list of site locations that shall require copies of this documentation every year.

The contractor shall provide automatic e-mail notifications of updates and changes to the software, to the IRS licensees who have been shipped the software. The e-mails of the IRS licensees shall be provided during the ordering process.

The contractor shall provide the ability for IRS licensees to designate additional notification POC, who shall also receive automatic e-mail notifications of updates and changes to the software.

#### **4.2.1 Optional Distribution Requirements**

The contractor shall provide for electronic distribution availability of the initial desktop version for each contract year.

#### **4.2.2 Ordering Process**

The contractor shall provide an ordering process that allows for access by the IRS POC or designee to place software distribution orders. Only the IRS POC or designee may place or authorize software distribution.

The process should be capable of receipt of multiple orders with multiple delivery addresses and the contractor shall provide immediate (within the same day) acknowledgement of receipts to confirm orders.

The ordering process shall provide real-time inventory counts to the IRS POC, and allow for acknowledgement and tracking information to be provided to the authorized user and the IRS POC, and include a specific contractor point of contact for tracking inquiries. Additionally, if transmitting codes are required by the contractor to transmit for more than one EFIN, the transmit codes shall be provided to IRS licensees at the time of distribution.

IRS shall provide a template for completion by the contractor for each order placed. The contractor shall complete the template with the following information and provide it via secured electronic transmission to the IRS POC.

1. Date order was shipped
2. Destination name and address
3. Order Number or Site Identification Number (9-digit alpha and numeric)
4. Delivery date and time
5. Type of Program (i.e. VITA, VITA Military, TCE, TCE AARP, TAC, and Employee e-file)
6. Registration code (if applicable)
7. Transmission code (if applicable)

#### **4.3 License and Use**

It is expected that the software application licensing mode shall be similar to enterprise site license agreements, with no CD number or serial number; otherwise, the contractor shall provide serial numbers for each software package ordered, prior to delivery. The contractor shall provide the IRS license and use rights. All software and license use rights acquired under this contract shall become the property of the IRS with full rights in perpetuity.

1. The IRS reserves the right to copy and the right to distribute software, software maintenance and documentation, as long as this copying remains within the prescribed quantities acquired for the specific license use rights.
2. The IRS reserves transfer rights for any software (except operating system), license use rights, and maintenance from any workstation originally installed/assigned. All software, licenses, and maintenance shall be transferable, as determined by the IRS.
3. The IRS shall have the right to copy and install (not use) all products offered under this contract. The IRS shall have the right to transfer those rights to an authorized contractor, supplier or distributor in support of the IRS.
4. The contractor allows the IRS the right to include screen-shots and/or contractor product information material in written materials and collateral, that shall be used in support of the Tax Assistance programs.
5. If the IRS includes contractor software screen-shots and/or contractor product information in an IRS publication, the contractor shall partner with the IRS POC to verify accuracy of the contractor material.
6. The IRS seeks flexible licensing from the contractor, which shall simplify operational logistics for the programs.

##### **4.3.1 Additional Quantities**

Additional quantities (in excess of those negotiated at time of award) may be added to this contract as the IRS deems necessary.



#### **4.4 Required Disclosures**

The contractor shall disclose the following as it relates to software licensing or provision of back-end service:

1. Disclose whether it licenses more than 25% of the code in its software from another company. If the contractor licenses more than 25% of the code in its software, it must additionally disclose the company from whom the license has been obtained, as well as the business address and contact point to verify the license relationship.
2. Disclose whether another company is providing the contractor with off-site servers or other back-end support other than telecommunications, and provide the business address and contact information for such companies, including the headquarters and major offices/locations providing these services.

#### **4.5 IRS Testing of Contractor Software**

Award of this contract shall be contingent upon the contractor's offered software products successfully passing IRS test and evaluation procedures. All software products shall undergo testing and evaluation to confirm that they conform to all the criteria set forth in this statement of work.

During the contract's period of performance, the contractor shall provide a Beta version of all software and documentation, prior to it becoming commercially available, and no later than October 1 each year. This software shall be made available to the IRS Workstations standards Idea lab for testing and the IRS POC. The contractor must designate a POC for problem resolution.

### **5.0 MANDATORY CUSTOMER SERVICE AND SUPPORT**

All requirements under this section are mandatory with the exception of those under Section 5.3, Optional Customer Service Requirements.

#### **5.1 Help Desk Support**

Help desk support is defined as assistance that provides successful resolution of questions relating to software/hardware compatibility and functionality issues of the contractor's software. This includes providing support for trouble-shooting technical issues related to the installation and operation of the software (hardware, printers, etc.)

The IRS POC must be provided with a central POC for all support issues. Contact information for this individual must include a phone number, an email address, and a cell phone number for after hours as necessary. Similarly, the IRS POC must also be provided with a central technical POC, for access by IRS IT Employees.

The contractor shall provide phone support via both a toll-free and a toll line. The help desk support shall permit unlimited calls from IRS licensees. Beginning with the delivery of software through April 30, (referred to hereafter as filing season) help desk support shall be available as follows:

- 1 Mon-Fri: 6 :00 AM EST through 12 :00 AM EST
- 2 Sat, Sun: 8 :00 AM EST through 8 :00 PM EST

In addition, help desk support shall be provided to IRS licensees from May through October, (referred to hereafter as non-filing season) based on the contractor's standard commercial help desk as available to all customers.

Types of calls being worked by the help desk include, but are not limited to, resolution of rejects, non-receipt of acknowledgements, printing problems, transmission problems, etc.

Help desk support shall be provided using the following guidelines:

1. Each caller must receive a successful resolution to his problem. Successful resolution is defined as resolution of the problem while on the initial call 95% of the time. If resolution cannot be achieved during the initial call, the contractor shall provide a callback within one hour with status updates, and successful resolution in no more than 4 clock hours.
2. All callers must receive a short waiting period (defined as no longer than five minutes) for first-level customer support. Callers requiring phone-based technical customer service must also receive a short waiting period (defined as no longer than five minutes.)
3. During the filing season, all help desk calls shall be logged and accounted for in detail, listing all activities, from initial call through final resolution by the caller's Electronic Filing Identification Number (EFIN). The call log shall be provided to the IRS POC via electronic transmission bi-weekly. The IRS shall provide a template for use by the contractor, that includes,
  1. The type of IRS program the caller supports, i.e. VITA, TCE
  2. What problem was identified in the call?
  3. What solution was provided to the caller?
  4. Date of call
  5. Date of solution
  6. Length of time to answer in minutes
  7. Length of call in minutes
  8. Number of incoming calls
  9. Number of abandoned calls
  10. If calls are categorized, the contractor shall provide a legend that defines the categories.

4. The contractor shall provide first-level e-mail-based customer service, with a reply provided to e-mails within one (1) business day of receipt of the e-mail.

## **5.2 Customer Support Web Site**

The contractor shall provide, administer, and maintain a web site for IRS licensee access. The web site shall be available to IRS licensees twenty-four hours a day, seven days a week. At a minimum, the contractor's web site shall provide product information; frequently asked questions and answers (FAQ's); email capabilities; and software conversion updates. The contractor's web site shall also help answer common customer support questions.

1. The contractor shall demonstrate insight and an overall knowledge of industry through published articles.
2. The contractor must maintain a web site designed for the tax professional (not just the "user").
3. The contractor shall participate in conference calls with IRS licensees when requested by the IRS.
4. The contractor shall work with the IRS on partner/employee/volunteer communications relating to their products.
5. The front-line assistants shall be provided a minimum of three weeks training on the customer's product.

## **5.3 Optional Customer Service Requirements**

The contractor shall provide first-level secured chat-based customer service. Refer to section 5.1 for hours of support.

## **6.0 MANDATORY TRAINING AND PRODUCT DOCUMENTATION**

All requirements under this section are mandatory with the exception of those under Section 6.7.2, Optional Training Portal Requirements.

### **6.1 Training Requirements**

At a minimum, the contractor shall provide "end user" web-based training as described below. The contractor is encouraged to provide insights on training approaches and additional training activities that shall be beneficial in addressing the training needs of IRS licensees.

1. The contractor's program shall include and score IRS tax law certification tests (each year IRS employees and volunteer preparers are required to take a test to certify their level of tax law knowledge);
2. The contractor's training shall include "trouble-shooting" scenarios;
3. The current year software shall be available for training by November 10 of each award year;
4. The contractor shall provide an online training environment for their software, which shall be accessible to all IRS licensees;
5. The contractor shall provide the electronic format of the training course material to each IRS licensee annually with the shipment of the CDs; and
6. The contractor shall add IRS approved publications to the CDs that are shipped annually to the IRS licensees.

#### **6.1.1 Web-based Training**

The contractor shall provide web-based training for IRS licensees. These sessions must be started in October and be completed by January of each award year. The contractor shall customize the training materials and curriculum for both SPEC and Field Assistance.

These sessions shall be recorded and be available for later use as necessary. The contractor shall provide an automated registration process for student enrollment in these sessions and provide a list of students to the IRS two-days prior to the start of each session.

System and technical requirements are provided in 3.2.1.

#### **6.2 Training material customization**

As described in section 6.1, the contractor shall customize the training, for users who perform two distinct end user roles:

1. Tax Preparers - those who prepare returns, transmit, and/or resolve rejects; and
2. Site Coordinators - those that function as administrators and/or site managers.

Not all preparers function as site managers, but generally all site managers function as preparers. In addition to sections that shall be applicable to both roles, the training material shall contain sections that are specific to each role.

Where applicable, the training sessions and documentation shall demarcate information

that is specific to each of the two broad segments of users:

- 1 SPEC users – comprising IRS and non-IRS students; and
- 2 Field Assistance users – comprising of IRS employees.

### **6.3 Training Measurement Standard**

Upon completion of training, students should be able to successfully complete federal and state tax returns, transmit the returns, pick up acknowledgement/reject files, and correct any rejected returns with no errors. Additionally, students should be able to guide other users in the operation of the software.

### **6.4 Pilot Class**

The contractor shall conduct 2 pilot classes, one for SPEC and the other for Field Assistance. Each shall be comprised of no more than 20 students and shall be conducted by July 31 of the award year at no additional cost to the government. These pilot classes shall demonstrate web-based training and incorporate specific needs of the two different segments of users as defined in 6.2 above.

### **6.5 Contractor Training Plan**

The contractor shall provide a training plan for review and approval by the IRS POC. This training plan shall incorporate the training requirements identified in this entire section.

At a minimum, the contractor's proposed training plan shall specify the following training details:

1. Mode of presentation
2. Length of training
3. Training schedule
4. Course objectives
5. Course content outline (with each section or topic indicating user roles and user segments targeted)
6. Course material (to include exercises and examples, for each user role and user segment)
7. Measurement method/tool (successful completion of specific exercises or test)
8. Plan for IRS licensee training over the life of the contract
9. Instructor resume/qualifications

### **6.6 Training Material**

Prior to the actual training, the training plan and proposed training material must be approved by the IRS.

At a minimum, the contractor shall provide each student the following:

1. Training course material (in electronic format) in English;
2. Practice returns and answers; and
3. Software reference manual

The IRS reserves the right to reproduce any contractor provided training material.

## **6.7 Customized Web-based Training through Contractor Training Portal**

The contractor shall create and maintain a curriculum on their training web-site (henceforth called “training portal”), to complement lessons on Link & Learn Taxes, <http://www.irs.gov/individuals/article/0,,id=123214,00.html>, a web based training product offered through IRS.gov. IRS shall provide the curriculum and lesson format to the contractor.

The curriculum shall include integrated workshop returns that can be entered into the contractor’s program. The contractor shall update the lessons each year for the duration of the contract with the appropriate tax law changes. This shall also include updating the lessons to correspond with how the changes relate to the contractor’s software.

This training portal shall include a mechanism for providing multiple users per site, access to this training portal in a manner that does not put a burden on the site administrator.

In addition, the contractor shall provide a link that shall allow direct access from Link & Learn Taxes maintained on IRS.gov to the contractor training portal. This access shall:

1. Restrict access to only authorized IRS licensees by requiring a generic password provided by the contractor to the IRS POC;
2. Require users to create a unique account;
3. Allow registered users to apply tax law lessons by creating tax returns based on the Link & Learn scenarios; and
4. Provide registered users with the ability to access and build on their original return as they learn more through completion of lessons in Link & Learn.
5. Provide a report that reflects the total number of registered users and the total number of practice returns prepared.

### **6.7.1 Time of Delivery**

The contractor shall deliver the formatted lessons on the contractor training portal for access by IRS licensees, no later than November 1 of every year. (The IRS recognizes that this delivery date is dependent on the IRS providing the electronic material for the subject matter that is on Link-n-Learn taxes). Similarly, the contractor shall deliver access to the contractor training portal from Link & Learn Taxes no later than November 1 of every year.

#### **6.7.2. Optional Training Portal requirements**

The site administrator shall monitor training progress on the contractor's training portal for all IRS licensee users setup under their EFIN. The IRS POC, and his/her designee, shall be able to monitor progress on all users setup under the IRS umbrella.

### **6.8 Product Documentation**

The contractor shall provide detailed, user friendly product documentation, including installation, product usage and trouble-shooting manuals. This product documentation shall be distributed to site locations every year. The IRS POC shall provide a list of site locations that shall require copies of this documentation each award year during the ordering timeline.

The contractor shall provide a complete, printed and bound, installation manual for the desktop version, with all the steps required for a complete install. The manual shall include trouble-shooting help and references, and be well-organized and easy-to-understand.

## **7.0 MANDATORY SECURITY REQUIREMENTS**

All requirements under this section are mandatory. The contractor must meet a minimum Level 3 of management, operational, and technical controls identified in the NIST Special Publication 800-53, Recommended Security Controls for Federal Information Systems. The contractor shall provide supporting documentation validating their compliance with these requirements. As new editions of the recommended NIST Special Security Controls documentation are published, the contractor shall meet and validate within twelve (12) months of publication, with supporting documentation, meeting minimum management, operational and technical controls identified in these editions.

### **7.1 Personnel Security**

#### **7.1.1 Employee Access**

The contractor shall only authorize access to the smallest number of employees/users and only allow access to those employees who cannot perform their duties without access. The contractor shall restrict access to taxpayer

information to ensure that actual taxpayer data is not available outside the authorized machines.

### **7.1.2 Employee Background Investigations**

The contractor shall comply with Internal Revenue Manual (IRM) 1.23.2, Contractor Investigations and HSPD-12, Homeland Security Presidential Directive 12, which together establish procedures and guidelines for the conduct of security investigations of contractor employees, sub-contractors or contractors with access to Treasury owned or controlled facilities or contractor employees who work on contracts that involve the design, operation, repair or maintenance of information systems and access to Sensitive but Unclassified (SBU) information. The contractor shall identify those individuals requiring background investigations and having job-related responsibilities within the parameters of the current requirement. The IRS reserves the right to review this list. Once a position is identified as having job-related responsibilities within the parameter of the current requirement, the IRS must be notified within 5 business days of when personnel changes affect the handling of the IRS data and shall be notified within 45 business days that the appropriate background check has been completed.

## **7.2 Physical Security**

The contractor shall facilitate a physical security plan consistent with the Internal Revenue Service's Acquisitions Procedures (IRSAP) and Treasury Directive 85-01, dated March 10, 2008, Department of the Treasury Information Technology (IT) Security Program. Also, the contractor shall provide the same or greater level of protection as the IRS requires for Federal Tax Information (FTI) and other sensitive but Unclassified (SBU) information retained in IRS custody. These protections are detailed in various sections of IRM 1.16 and IRM 1.4.6

## **7.3 Cyber Security**

The contractor shall comply with the criteria specified in Publication 1075, *Tax Income Security Guidelines for Federal, State and Local Agencies and Entities*. These include but are not limited to:

1. All IRS information technology (IT) resources (e.g., operating systems, communications software, program products, security software, applications, data) must be adequately protected, consistent with IRS information security policies, standards, and procedures, to prevent unauthorized use, modification, disclosure, destruction, and denial of service.
2. The Department of Treasury policy establishes the requirement to execute a minimum level of protection for information systems accessed by more than one user when those users do not have the same authorization to use all or some of



the sensitive information processed, stored, or transmitted by the information system or network.

3. For the protection of systems and networks which process, store, or transmit sensitive information, at a minimum, the identification and authentication, access control auditing, and object reuse security functions shall be implemented.
4. Communication standards between the IRS and the contractor shall be made via Secure Socket Layer (SSL) Version 3.0 or higher protection on the network to permit the contractor's network to be connected to the IRS provided secure website. The contractor may choose to use a dedicated line with encrypted routers or modems. The contractor shall use a minimum 128-bit key encryption compliant with Treasury Department requirements of Federal Information Processing Standards (FIPS) 140-2 and 197.
5. All network devices located at IRS sites that are managed remotely via modems shall receive security controls to minimize vulnerabilities such as being disconnected from dial up access except on occasions when needed.
6. The contractor shall authenticate every transmission that is directed to the contractor's location to ensure the originator is an authorized IRS licensee.
7. The contractor must be Federal Desktop Core Configuration (FDCC) compliant. FDCC is the OMB-mandated security configuration for Windows XP and Windows Vista systems to be used by Federal Agencies.
8. The contractor must provide the ability to disable the export of unencrypted Personally Identifiable Information (PII) data.

#### **7.4 Additional Application and Transmission Security requirements**

While the following specific application and transmission security requirements are mandated by the IRMs, they are detailed here to illustrate instances of security requirements that are specifically expected by the IRS:

1. No web caching of tax data or tax documents shall be allowable;
2. All data current year and prior years' tax must be encrypted, using at least 128-bit encryption;
3. Data file names should be randomly generated to ensure protection of PII (personally identifiable information);
4. Include data authentication to restrict access to the preparing and/or transmitting EFIN;

5. Both the desktop and web software, should require a user to login using a valid User ID and Password. (Please see security standards and policies, as documented in IRM 10.8 Information Technology (IT) Security);
6. Both the desktop and web software, should require an administrative user to login using a valid User ID and Password. (Please see security standards and policies, as documented in IRM 10.8 Information Technology (IT) Security);
7. The software should provide the capability for role-based user access; and
8. Only administrative users should have the rights to create, delete or unlock users, on both the desktop and web software.

### **7.5 Security Oversight**

The contractor shall adhere to the following security oversight procedures/guidelines:

1. All facilities containing computers that process FTI would be subject to the rules and standards set forth in the IRM 10.8 and 10.23, for physical and personnel security and Internal Revenue Code (IRC) 6103, Confidentiality and Disclosure of returns or return information.
2. All security must be implemented in accordance with the procedures defined in Publication 1075. In addition, all systems are subject to the same restrictions as defined in IRC 6103 (p) (4).
3. The contractor shall facilitate the IRS utilizing automated software tools to assess network and operating system components vulnerabilities that would potentially promote risk in the management of federal tax administration.
4. The contractor's facility, networks and computers shall be subject to reviews at anytime by the IRS with a minimum of one annual review for the purpose of verifying compliance with physical, personnel, network, and computer security.
5. The contractor agrees to apply IRS recommendations to secure FTI related operating systems, network components, and networks, or provide the IRS justification as to the reasons why a particular IRS recommended mitigation would prevent processing of FTI.
6. Award of this contract shall be contingent upon the contractor's facility, systems, and procedures, successfully passing the IRS Contractor Review, performed within two (2) weeks after notice of intent to award. Subsequent to the Contractor Review, the contractor must submit a plan of compliance to mitigate the risks within two (2) weeks from IRS notification of vulnerabilities or risks disclosed during the review. Once IRS approves the plan, the contractor must be fully

compliant with the recommendations within sixty (60) days. IRS shall perform a follow-up safeguard review within two (2) weeks after the sixty (60) day deadline to validate contractor compliance.

## **7.6 Disaster Recovery and Business Continuity**

The contractor shall maintain a current disaster recovery and business continuity plan, which shall be updated yearly to reflect changes in the technical architecture and environment. The IRS expects that the contractor's plan shall compile all relevant processes into a single program, designed to protect the contractor's ability to operate normally in the event of a disaster or crisis event. Based on continuing and potentially increasing operational risks presented by such events (e.g., natural disasters, technological failures, human threats etc), CARE expects that this comprehensive program shall be at a sufficient level to enable the contractor for timely recovery, in order to sustain operations that the IRS Tax Assistance programs are dependent upon.

This plan shall distinguish between types of events, and comprehensively plan for mitigation strategies for these events. This plan should be provided to the IRS POC as needed.

Additionally,

1. The contractor shall provide the capability to reestablish IRS licensee's data files to a condition that existed prior to the hardware or software interruption in the event of system failures or facility disasters to prevent loss of data and provide business continuity.
2. The contractor shall provide maintenance support on their equipment and telecommunication that allows the contractor system repairs to begin within two (2) hours of problem being detected.

## **7.7 Contractor Provided Security Documentation**

A separate section in the documentation must describe the security features of the product as well as how to implement the security features. The documentation must distinguish security responsibilities between the developer, administrator, user and security personnel.

The documentation must describe administrative responsibilities required to implement security features, procedures to examine available audit files, and the construction of application audit records.

The documentation must describe the developer's security test plan and the results from security features functional testing.

## **7.8 U.S. Citizenship or Lawful Permanent Resident Status**

Contractor employees (includes subcontractors or partners) who require access to Treasury owned or controlled facilities, information systems, security items or products and/or sensitive but unclassified information shall reside within the United States or its territories and possessions and either be U.S. Citizens or have lawful permanent resident status. Security screening requirements, however, apply to both U.S. citizens and lawful permanent residents hired as contractors.

A Lawful Permanent Resident is defined as any individual who is not a citizen or national of the United States who has been lawfully admitted into the United States and accorded the privilege of residing permanently in the U.S. as an immigrant in accordance with the immigration laws, such status not having changed.

## **7.9 Disclosure, Safeguards, Security, Privacy and Employee Conduct**

The IRS shall have the right to send its officers and employees or contractors into the offices and plants of the contractor and/or sub-contractor(s) for inspection of the facility and operations provided for the performance of any work under this contract. On the basis of such inspection, the contracting officer (CO) may require specific measures in cases where the contractor is found to be noncompliant with contract safeguards. The IRS has the right at anytime with or without prior notification to the contractor to perform a site visit for security purposes.

In the performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his/her employees with the following requirements:

1. All work shall be performed under the supervision of the contractor or the contractor's responsible employees.
2. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the IRS. Requests to make such inspections or disclosures should be addressed to the IRS CO.
3. All returns and return information shall be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output should be given the same level of protection as required for the source material.
4. The contractor certifies that the data processed during the performance of this contract shall be completely purged from all data storage components of his/her computer facility, and the contractor shall retain no output after the time the IRS

contract is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component shall be safeguarded to prevent unauthorized disclosures.

5. Any spoilage or any intermediate hard copy printout, which may result during the processing of IRS data, shall be given to the IRS CO or his/her designee. When this is not possible, the contractor shall be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and shall provide the IRS contracting officer or his/her designee with a statement containing the date of destruction, description of material destroyed, and the method used (e.g., burning, shredding).
6. No work involving information furnished under this contract shall be subcontracted without the specific approval of the IRS CO.
7. Should a person (contractor or sub-contractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the contractor may be considered in default of this contract.
8. In the event that the contractor detects any attack or attempted attack on the systems used for processing return information under this contract, they shall promptly notify the COTR and the IRS Computer Security Incident Response Center (CSIRC) within 24 hours after the detection. If CSIRC detects any attack or attempted attack on the systems used for processing return information under this contract, it shall be provided with the contractors POC authorized to receive warnings and resolve.
9. Because of heightened security awareness, the IRS may, from time to time, notify the contractor of increased risks, and request changed security procedures. The contractor shall promptly negotiate with the IRS to determine the timing, scope, and resolution of the problems.
10. The contractor personnel shall work in a professional manner and comply with all security and confidentiality rules, regulations, policies and procedures required by the Government, necessary to complete this task, per the individual sites. The IRS reserves the right to remove any contractor personnel from this task, as deemed necessary. The contractor shall be responsible for providing replacement personnel as soon as possible, in order to satisfy the terms of this agreement.

#### **7.10 Network Security Regulatory Compliance**

The contractor shall comply with the criteria specified in Publication 1075, Tax Income Security Guidelines for Federal, State and Local Agencies and Entities as stated below:

1. All IRS IT resources (e.g., operating systems, communications software, program products, security software, applications, data) must be adequately protected, consistent with IRS information security policies, standards, and procedures, to prevent unauthorized use, modification, disclosure, destruction, and denial.
2. The Department of Treasury policy establishes the requirement to execute a minimum level of protection for information systems accessed by more than one user when those users do not have the same authorization to use all or some of the sensitive information processed, stored, or transmitted by the information system or network.
3. For the protection of systems and networks which process, store, or transmit sensitive information, at a minimum, the identification and authentication, access control, auditing, and object reuse security functions shall be implemented.

### **7.11 Compliance with IRS Rules and Regulations**

The contractor shall comply with all applicable rules and regulations as specified in the most current versions of:

1. Department of Treasury Acquisition Regulation (DTAR)
2. Treasury Directive 85-01; dated March 10, 2008, Department of the Treasury
3. Information Technology (IT) Security Program
4. Department of Treasury Manual 85-01
5. Federal Acquisition Regulations (FAR)
6. Federal Information Processing Standards (FIPS) 140-2 and 197
7. Internal Revenue Service Acquisition Procedures (IRSAP)
8. IRM 10.23, Personnel Security
9. IRM 10.8, Information Technology Security
10. HSPD-12 - Homeland Security Presidential Directive 12
11. Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a)
12. National Institute of Standards and Technology (NIST) Publication 800-53
13. Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies and Entities

14. Publication 1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns
15. Publication 1345A, Filing Season Supplement for Authorized e-file Providers
16. Publication 1346, Electronic Return File Specifications and Record Layouts for Individual Income Tax Returns
17. Publication 1436, Test Package for Electronic Filers of Individual Income Tax Returns
18. Revenue Procedure 2000-31
19. United States Code (USC), Title 26, Internal Revenue Code (IRC) Section 6103, Confidentiality and Disclosure of Returns or Return Information
20. USC, Title 26, IRC Sections 7213, 7213a and 7431
21. USC, Title 18, IRC Sections 641 and 3571

## **8.0 PERIOD OF PERFORMANCE**

The period of performance of this contract shall be one year with four (4) additional option years.

## **9.0 TRAVEL**

The IRS shall not reimburse the contractor for any travel costs incurred in the delivery of any requirement under this contract.

## **10. POINTS OF CONTACT**


### **10.1 Contracting Officer's Technical Representative**

To be released after award

### **10.2 IRS Point of Contact (IRS POC)**

To be released after award

## 11. DEFINITION OF TERMS

Acronym/Term	Definition
<b>Contractor</b>	Successful Offeror
<b>COTS</b>	Commercial Off-The-Shelf Software Package
<b>ETD</b>	Electronic Tax Documents
<b>EIN</b>	Employer Identification Number
<b>EFIN</b>	Electronic Filer's Identification Number
<b>ERO</b>	An Electronic Return Originator (ERO) originates the electronic submission of tax returns through IRS e-file after the taxpayer authorizes the electronic filing of the return. An ERO does not originate its own employment tax returns (Form 94X family); a third party provider must be used for this purpose
<b>FDCC</b>	FDCC is the Federal Desktop Core Configuration and is the OMB-mandated security configuration for Windows XP and Windows Vista systems to be used by Federal Agencies. For more information, visit <a href="http://csrc.nist.gov/fdcc/">http://csrc.nist.gov/fdcc/</a>
<b>HP-compatible printer</b>	A printer that accepts the PCL (Printer Control Language) printer commands used in HP LaserJet printers. Most non-HP laser printers support PCL.
<b>Interview-based software</b>	Interactive question and answer application that makes tax law determinations and automatically performs calculations based on responses to specific questions, and uses this information to populate the appropriate tax forms, resulting towards a completed tax return
<b>IRS Common Operating Environment (COE)</b>	 C:\COE - XP070104 Current Software Ins
<b>ODBC</b>	Open Data Base Connectivity; The goal of ODBC is to make it possible to access data, regardless of which database management system (DBMS) is handling the data
<b>Contractor</b>	Respondent to this RFP
<b>RFP</b>	Request For Proposal



Acronym/Term	Definition
<b>Section 508</b>	Section 508, an amendment to the United States Workforce Rehabilitation Act of 1973, is a federal law mandating that all electronic and information technology developed, procured, maintained, or used by the federal government be accessible to people with disabilities.
<b>SIDN</b>	VITA and TCE volunteers identify returns prepared by their site by providing a Site Identification Number (SIDN) in the “paid preparer” section of the return. The SIDN uses the PTIN format “XXXXXXXXXX”.
<b>Transmitter</b>	A transmitter sends electronic return data directly to the IRS. ERO Reporting Agents may apply to be transmitters and transmit return data themselves, or they may contract with accepted third-party transmitters that will transmit the data for them. A transmitter must have software and computers that allow it to interface with the IRS

## **Statement of Work, Attachment 1**

### **508 WORK SHEETS**

#### **508 Work Sheet Instructions**

As described in Section 3.2.6 of the statement of work entitled, Section 508 of the Rehabilitation Act of 1973, the IRS has determined which standards and provisions apply, by product, to this award. This information has been incorporated within the attached 508 work sheets. The offeror shall not alter the scoring spreadsheet. Offerors shall complete the work sheets for desktop and web software.

Offerors shall identify all products that they propose to deliver under the resultant contract. The spreadsheet uses the same EIT section categories and numbering scheme as the original Access Board Standards. Offerors shall complete worksheets for each product they intend to furnish during the term of the contract. The following information shall be provided:

- A brief description of the product;
- The solicitation number
- The current conformance level of the product being offered
- Offerors' comments

Block A. Brief Description of Product – The offeror shall, at a minimum, include the product name and the make, model or version number, as applicable.

Block B. Solicitation Number - The number has been provided.

Block C. Standard/Provision - This block lists the applicable Section 508 provisions.

Block D. Evaluation Importance (Ranking Order) – The IRS has established the relative importance of each requirement based on its ability to determine the impact a provision has on users who possess different types of disabilities (vision, visual acuity, hearing (deaf or hard of hearing), speech or motor skills/coordination). Since this acquisition will accommodate individuals with varying disabilities, the IRS has determined that the ranking order of all standards are of equal, however the Functional Performance Criteria standards that impact visually impaired individuals will be weighted higher under this evaluation to address the IRS' slightly higher need for these requirements.

Block E. Current Conformance Level - Offerors shall indicate the current compliance level for the product they intend to provide to satisfy the resultant award. Offerors shall enter one of the following designations to indicate compliance level: "F" - Full Compliance, "P" - Partial Compliance, or "N" - Non-Compliance.

Block F. Comments - Offerors shall use this space to promote the IRS' better understanding of the compliance levels of products that satisfy the requirements. Offerors shall describe how the product is fully compliant, is partially compliant or is non-compliant. Full compliance includes products that are currently compliant, products that will be compliant by award and products that will be compliant by delivery. Additional pages may be added, if necessary, and included in Section 2 of the technical proposal as part of the contractor's response to this requirement.

The IRS will consider a quote which includes Equivalent Facilitation (36 CFR Part 1194, Subpart A, Section 1194.5) (Facilitation). Should the offeror elect to quote a solution by utilizing Equivalent Facilitation, the offeror shall: 1) indicate in Column E, Current Conformance Level, for both the current product's compliance level and the compliance level when the Facilitation is used, followed by an asterisk (\*), 2) in Column F, to indicate the use of Facilitation. If the offeror proposes Facilitation (1194.5) to make the standard/provision Fully or Partially compliant, the offeror shall use the 36 CFR Part 1194.31, Functional Performance Criteria, in accordance with Section 3.2.6.2 of the statement of work to inform the IRS of how the offeror has determined compliance has been met.

Vendors may pursue alternative means of providing comparable access with respect to specific requirements of the standard through "equivalent facilitation" as set forth below:

#### § 1194.5 Equivalent Facilitation

"Nothing in this part is intended to prevent the use of designs or technologies as alternatives to those prescribed in this

part provided they result in substantially equivalent or greater access to and use of a product for people with disabilities”.

Block G. Weighted Value – As indicated in the description of Block D above, the Functional Performance Criteria standards that impact visually impaired individuals will be weighted slightly higher under this evaluation to address the IRS’ slightly higher need for these requirements

PRODUCT: DESKTOP SOFTWARE				
<b>A. Brief Description of the Product</b>				
<b>B. Solicitation No.</b> <b>TIRNO-09-R-00021</b>	<b>D. Evaluation Importance (Ranking Order)</b>	<b>E. Current Conformance Level</b>	<b>F. Comments</b>	<b>G. Weighted Value</b>
<b>C. Standard/Provision</b>	All standards are of equal importance.			
<b>Subpart B</b>				
<b>1194.21 Software Applications and Operating Systems</b>				
(a) When software is designed to run on a system that has a keyboard, product functions will be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	1			1
(b) Applications will not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also will not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.	1			1

(c) A well-defined on-screen indication of the current focus will be provided that moves among interactive interface elements as the input focus changes. The focus will be programmatically exposed so that assistive technology can track focus and focus changes.	1			1
(d) Sufficient information about a user interface element including the identity, operation and state of the element will be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.	1			1
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images will be consistent throughout an application's performance.	1			1
(f) Textual information will be provided through operating system functions for displaying text. The minimum information that will be made available is text content, text input caret location, and text attributes.	1			1
(g) Applications will not override user selected contrast and color selections and other individual display attributes.	1			1
(h) When animation is displayed, the information will be displayable in at least one non-animated presentation mode at the option of the user.	1			2
(i) Color coding will not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	1			2
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels will be provided.	1			1
(k) Software will not use flashing or blinking text, objects, or other elements having flash or blink frequency greater than 2 Hz and lower than 55 Hz.	1			2

(l) When electronic forms are used, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	1			2
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### Subpart C

<b>1194.31 Functional Performance Criteria</b>				
(a) At least one mode of operation and information retrieval that does not require user vision will be provided, or support for assistive technology used by people who are blind or visually impaired will be provided.	1			2
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 will be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired will be provided.	1			2
(c) At least one mode of operation and information retrieval that does not require user hearing will be provided, or support for assistive technology used by people who are deaf or hard of hearing will be provided.	1			1
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval will be provided in an enhanced auditory fashion, or support for assistive hearing devices will be provided.	1			1
(e) At least one mode of operation and information retrieval that does not require user speech will be provided, or support for assistive technology used by people with disabilities will be provided.	1			1

(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength will be provided.	1			1
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**PRODUCT: WEB SOFTWARE**

<b>A. Brief Description of the Product</b>				
<b>B. Solicitation No.</b> <b>TIRNO-09-R-00021</b>	<b>D. Evaluation Importance (Ranking Order)</b>	<b>E. Current Conformance Level</b>	<b>F. Comments</b>	<b>G. Weighted Value</b>
<b>C. Standard/Provision</b>	All standards are of equal importance.			

**Subpart B**

<b>1194.22 Web-based Intranet &amp; Internet Information &amp; Applications</b>				
(a) A text equivalent for every non-text element will be provided (e.g., via "alt", "longdesc", or in element content).	1			1
(b) Equivalent alternative for any multimedia presentation will be synchronized with the presentation.	1			1
(c) Web pages will be designed so that all information conveyed with color is also available without color, for example from context or markup.	1			2



(d) Documents will be organized so they are readable without requiring an associated style sheet.	1			1
(e) Redundant text links will be provided for each active region or a server-side image map.	1			1
(f) Client-side image maps will be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	1			1
(g) Row and column headers will be identified for data tables.	1			1
(h) Markup will be used to associate data cells for data tables that have two or more logical levels of row or column headers.	1			1
(i) Frames will be titled with text that facilitates identification and navigation.	1			1
(j) Pages will be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	1			1
(k) a text-only page, with equivalent information or functionality, will be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page will be updated whenever the primary page changes.	1			1
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script will be identified with functional text that can be read by assistive technology.	1			2
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with 1194.21(a) through (l).	1			1

(n) When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	1			2
(o) A method will be provided that permits users to skip repetitive navigation links.	1			1
(p) When a timed response is required, the user will be alerted and given sufficient time to indicate more time is required.	1			1

### Subpart C

<b>1194.31 Functional Performance Criteria</b>				
(a) At least one mode of operation and information retrieval that does not require user vision will be provided, or support for assistive technology used by people who are blind or visually impaired will be provided.	1			2
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 will be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired will be provided.	1			2
(c) At least one mode of operation and information retrieval that does not require user hearing will be provided, or support for assistive technology used by people who are deaf or hard of hearing will be provided.	1			1
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval will be provided in an enhanced auditory fashion, or support for assistive hearing devices will be provided.	1			1

(e) At least one mode of operation and information retrieval that does not require user speech will be provided, or support for assistive technology used by people with disabilities will be provided.	1			1
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength will be provided.	1			1

**52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

<b><u>NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	(OCT 2000)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)

**52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

<b><u>NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.203-3	GRATUITIES	(APR 1984)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
52.224-1	PRIVACY ACT NOTIFICATION	(APR 1984)
52.224-2	PRIVACY ACT	(APR 1984)
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	(DEC 2007)
52.232-17	INTEREST	(OCT 2008)
52.232-18	AVAILABILITY OF FUNDS	(APR 1984)
52.237-3	CONTINUITY OF SERVICES	(JAN 1991)
52.242-13	BANKRUPTCY	(JUL 1995)
52.242-15	STOP-WORK ORDER	(AUG 1989)
52.243-1 II	CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE II (APR 1984)	(APR 1984)
52.247-34	F.O.B. DESTINATION (NOV 1991)	(NOV 1991)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

## **52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)**

a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this

solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn

orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.



(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

## **52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Mandatory Requirements
2. Section 508 Standards
3. Optional Requirements
4. Experience
5. Past Performance
6. Small Disadvantaged Business (SDB) Participation
7. Price
8. IRS Contractor Review

The evaluation will be conducted as follows:

The proposals will be evaluated to determine each offeror's ability to meet the solicitation's Mandatory Requirements and the applicable technical requirements of Section 508 of the Rehabilitation Act.

The evaluation of the Mandatory requirements will consist of assessing each proposal against the mandatory technical requirements of the Statement of Work. This evaluation will be conducted on a "pass/fail basis. Testing will be conducted using the offeror supplied software, training material and manuals to evaluate proposals under this factor. Proposals must meet all mandatory requirements in order to be eligible for award.

Under evaluation of the Section 508 requirements, each offer will be assessed to

determine the offeror's ability to comply with the technical standards issued by the Architectural and Transportation Barriers Compliance Board (Access Board), pursuant to Section 508 (a) (2) (A) of the Rehabilitation Act Amendments of 1998. Provided all mandatory technical requirements are met, the IRS must acquire the product that best meets the Access Board's technical provisions and the accessibility needs of the intended end users.

After consideration of the mandatory requirements and Section 508, offerors will be further evaluated to determine the proposal that provides the best value to the government using the remaining factors. They are listed below in descending order of importance, exclusive of the IRS Contractor Review:

1. Optional Requirements
2. Experience
3. Past Performance
4. Small Disadvantaged Business (SDB) Participation
5. Price

As non-price factors, optional requirements, experience, past performance, and SDB participation, become more equal among offerors, price will become more significant.

The IRS Contractor Review will be conducted only on the apparently successful offeror once all other factors have been considered and a tentative successful offeror has been determined.

See Solicitation Attachment 2, Addendum To FAR 52.212-2, for additional information regarding the evaluation methodology.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

### **52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (FEB 2009)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror

has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping

force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(1) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA)

website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs

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*[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is, o is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small*

*business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.*

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

*(Check one of the following):*

<b>Number of Employees</b>	<b>Average Annual Gross Revenues</b>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* \_\_\_\_\_.]

(10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:* \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the

Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

**Line Item No.      Country of Origin**

_____	_____
_____	_____
_____	_____



[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

**Line Item No.    Country of Origin**

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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

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[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

**Line Item No.    Country of Origin**

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[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

<b>Listed End Product</b>	<b>Listed Countries of Origin</b>
_____	_____

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(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.

- o TIN is not required because:
  - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - o Offeror is an agency or instrumentality of a foreign government;
  - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
  - Name \_\_\_\_\_.
  - TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

*Alternate I (Apr 2002).* As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Oct 2000).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address ☐ is, ☐ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

## **52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2008)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising



under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include\_

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract

financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if \_

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on \_

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The

Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, \_doing business as\_ name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day\_s written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the \_Suspension of Payment\_ paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of

assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

## **52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS (FEB 2009)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).  
\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

- \_\_X\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- \_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- \_\_\_ (3) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).
- \_\_X\_\_ (4) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business

Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (5) [Reserved]

\_\_\_ (6)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Oct 1995) of [52.219-6](#).

\_\_\_ (iii) Alternate II (Mar 2004) of [52.219-6](#).

\_\_\_ (7)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).

\_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).

\_X\_ (8) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_X\_ (9)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).

\_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).

\_X\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).

\_X\_ (10) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).

\_\_\_ (11) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_X\_ (12)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_X\_ (ii) Alternate I (June 2003) of [52.219-23](#).

\_X\_ (13) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_\_ (14) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_\_ (15) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).

\_\_\_ (16) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).

\_X\_ (17) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

\_X\_ (18) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

\_X\_ (19) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

\_X\_ (20) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).



\_X\_ (21) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

\_X\_ (22) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).

\_X\_ (23) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

\_X\_ (24) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_ (25) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

\_ (26)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_ (27) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

\_ (28)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_ (ii) Alternate I (DEC 2007) of [52.223-16](#).

\_ (29) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

\_ (30)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Feb 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

\_X\_ (ii) Alternate I (Jan 2004) of [52.225-3](#).

\_ (iii) Alternate II (Jan 2004) of [52.225-3](#).

\_ (31) [52.225-5](#), Trade Agreements (Nov 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

\_ (32) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_ (33) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_ (34) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_ (35) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (36) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_X\_ (37) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

\_\_\_ (38) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

\_\_\_ (39) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).

\_\_\_ (40) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (41)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 351](#), *et seq.*).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the

Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

(v) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(vi) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(viii) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(ix) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41](#)

[U.S.C. 351](#), *et seq.*).

(x) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

*Alternate I (Feb 2000).* As prescribed in [12.301\(b\)\(4\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”

## **52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Fixed - Price Indefinite-Delivery, Indefinite-Quantity contract resulting from this solicitation.

(End of provision)

## **52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the contract's expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile,

or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## **52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$300.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of (To be determined at contract award);

(2) Any order for a combination of items in excess of (To be determined at contract award); or

(3) A series of orders from the same ordering office within 1 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum- order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## **52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and

services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months beyond the contract's expiration date.

(End of clause)

## **52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)**

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

## **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days.

(End of clause)

## **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the contract's expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

## **DT1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (APR 2004)**

(a) The contracting officer's technical representative is

To be designated at time of award

(b) Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

- (1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
- (2) constitutes a change as defined in the clause entitled "Changes";
- (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;

- (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
  - (5) interferes with the contractor's right to perform under the terms and conditions of the contract; or
  - (6) directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.
- (e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.
- (f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled 3Disputes."

(End of clause)

#### **DT1052.219-71 SUBCONTRACTING PLAN (JUL 1998)**

As part of its initial proposal, each large business offeror shall submit a subcontracting plan, as prescribed in FAR 52.219-9. Use of the subcontracting plan outline contained in this solicitation is optional, however, plans must contain all elements included in the outline.

(End of provision)

#### **DT1052.219-73 DEPARTMENT OF THE TREASURY MENTOR PROTEGE PROGRAM (JAN 2000)**

(a) Large and small businesses are encouraged to participate in the Department of the Treasury Mentor-Protege Program. Mentor firms provide small business proteges with developmental assistance to enhance their business capabilities and ability to obtain federal contracts.

Mentor firms are large prime contractors or eligible small businesses capable of providing developmental assistance. Protege firms are small businesses, as defined in 13 CFR 121, 124, and 126.

Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance to aid proteges. Contractors interested in participating in the



Program are encouraged to contact the Department of the Treasury OSBD or the Bureau of the OSBD for further information.

(End of provision)

## **DT1052.219-75 MENTOR REQUIREMENTS AND EVALUATION (JAN 2000)**

(a) Mentor and protege firms shall submit an evaluation to the Department of the Treasury's OSBD at the conclusion of the mutually agreed upon Program period, the conclusion of the contract, or the voluntary withdrawal by either party from the Program., whichever occurs first. At the conclusion of each year in the Mentor Protege Program, the prim contractor and protege will formally brief the Department of the Treasury Mentor-Protege Program Manager regarding program accomplishments under their mentor-protege agreements.

(b) A mentor or protege shall notify the OSBD and the contracting officer, in writing, at least 30 calendar days in advance of the effective date of the firm's withdrawal from the protege's notice of withdrawal from the Program.

(End of clause)

## **1052.204-9003 Information Security Training Requirements (Mar 2008)**

### **INFORMATION SECURITY TRAINING REQUIREMENTS (Mar 2008)**

(a) The Federal Information Security Management Act of 2002 (FISMA) requires each federal agency to provide periodic information security awareness training to all employees, including contractors, involved in the management, use, or operation of Federal information and information systems. In addition, IRS contractors and their employees are subject to the Taxpayer Browsing Protection Act of 1997, which prohibits willful unauthorized inspection of returns and return information. Violation of the Act could result in civil and criminal penalties.

(b) Contractors and their employees who require staff-like access to IRS information or information systems at an IRS facility or a contractor-owned/managed facility shall complete IRS security awareness training annually, as specified in the contract.

NOTE: "IRS information" means Sensitive But Unclassified (SBU) information, which includes Federal tax returns or return information, Official Use Only (OUO) information, Personally Identifiable Information (PII) and Privacy Act information.

(c) The specified training shall be completed within 30 days of award. Annually thereafter, contractor employees shall complete the briefing during the 2nd Quarter and up to April 30, of the fiscal year. Contractor employees assigned to a contract during the period of performance shall complete the required training within 30 days of their start work date.

(d) Contractors shall verify in writing within 30 days of award, and by May 12, of each year thereafter, that all of their affected employees have successfully completed the specified training. Verification reports shall be signed by an official with the legal authority to bind the Contractor.

(e) The IRS will provide access to the training material. Electronic copies of the Information Protection Briefing and ?Awareness Briefing Certification Form? are available on MITS Cybersecurity website, <http://mass.web.irs.gov/ITSec/ContractorSecurityTraining.asp>. A PowerPoint version of the briefing and copy of the certification form are available for contractors that do not have access to the IRS intranet by the COTR.

(f) No work shall be performed until the contractor employee has completed the specified briefing. If the required training is not completed within the time frame specified, the contractor employee's application for system and/or building access will be suspended and any current access will be terminated.

[End of clause]

#### Alternate 1 (JUN 2007)

Substitute the following paragraphs (c), (d) and (f) for paragraphs (c), (d) and (f) of the basic clause when an existing contract, task/delivery/purchase order, interagency agreement, or BPA is being modified.

(c) All training shall be completed within 30 days of contract modification and annually thereafter during the 2nd Quarter and up to April 30, of the fiscal year. Contractor employees assigned to a contract during the period of performance shall complete the required training within 30 days of their start work date.

(d) Contractors shall certify in writing within 30 days of contract modification, and annually thereafter by May 12, that all of their affected employees have successfully completed the specified training. Certifications shall be signed by an official with the legal authority to bind the Contractor.

(f) If the required training is not completed within the time frame specified, the contractor employee's application for system and/or building access will be suspended and any current access will be terminated.

**1052.224-9000 (a) Disclosure of Information --Safeguards (Jan 1998)**

In performance of this contract, the Contractor agrees to comply and assume responsibility for compliance by its employees with the following requirements:

- (1) All work shall be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.
- (3) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.2498), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.
- (4) (Include here any additional safeguards provided by the requisitioner.)

[End of clause]

**1052.224-9000 (c) Disclosure of Information - - Safeguards (Jan 1998)**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his/her employees with the following requirements:

- (1) All work shall be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such

inspections or disclosures should be addressed to the IRS Contracting Officer.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material.

(4) The contractor certifies that the data processed during the performance of this contract shall be completely purged from all data storage components of his/her computer facility and no output will be retained by the contractor at the time the IRS work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized inspection or disclosure.

(5) Any spoilage or any intermediate hard copy printout which may result during the processing of IRS data shall be given to the IRS Contracting Officer or his/her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and shall provide the IRS Contracting Officer or his/her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) No work involving information furnished under this contract will be subcontracted without the specific approval of the IRS Contracting Officer.

(7) All computer systems processing, storing and transmitting tax data must meet or exceed Controlled Access Protections (CAP) wherein the operating security features of the system have the following minimum requirements: (a) an approved security policy; (b) accountability; (c) assurance; and (d) documentation.

(8) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249-8), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

(9) (Include any additional safeguards as appropriate.)

[End of clause]

#### **1052.224. 9000 (d) Disclosure Of "Sensitive But Unclassified" Information Safeguards (Mar 2008)**

Any Treasury Department Information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

[End of clause]

### **1052.224-9001 (a) Disclosure of Information--Criminal/Civil Sanctions (Jan 1998)**

(1) Each officer or employee of any person (contractor or subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (contractor or subcontractor) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person (contractor or subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross

negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(I)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

[End of clause]

#### **1052.224-9001 (b) Disclosure Of Information-Official Use Only (Dec 1988)**

Each officer or employee of the contractor or subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

[End of clause]

#### **1052.224-9002 Disclosure Of Information--Inspection (Dec 1988)**

The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer may require specific measures in cases where the contractor is found to be noncompliant with contract safeguards.

[End of clause]

## **1052.242-9000 Post Award Evaluation Of Contractor Performance (Sep 2006)**

### **a. Contractor Performance Evaluations**

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations shall be available to the Contractor through the National Institutes of Health Contractor Performance System (CPS) as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision shall be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

### **b. Electronic Access to Contractor Performance Evaluations**

Contractors must register with CPS in order to review and comment on agency prepared contractor interim and final evaluation reports. Contractors can do this by registering online at the CPS web site.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

[End of clause]

## **IR1052-00-025 SHIPPING LABEL INSTRUCTIONS**

All contractors shall clearly mark the procurement award number(s) on the shipping label of each delivery of supplies, products, components, equipment or any other package to the Internal Revenue Service (IRS), U.S. Department of Treasury Bureau or any other Government location under this award. The unique IRS award number is the number that is of primary importance on the shipping labels in order for the IRS to track inventory. The IRS designator could consist of the following: the IRS Contract

Number, or Purchase Order Number, the IRS Blanket Purchase Agreement (BPA) Number against a GSA contract, and the Delivery Order or Task Order Number against an IRS, GSA or other Government agency contract/BPA. If the product being delivered has multiple procurement award numbers, each of those numbers shall be clearly marked on the shipping label. For example, an award under an IRS BPA should list the BPA number first, followed by the order number on the shipping label. GSA contract or FSS numbers are only required on shipping labels when the order has no unique IRS award designator.

## **IR1052-04-001 INSTRUCTIONS TO OFFERORS FOR PERFORMANCE REQUIREMENTS**

In support of the performance requirements stated in FAR clause 52.219-14, Limitations on Subcontracting, the following information shall be provided in the space below. If not enough room has been provided below, please submit an attachment to your proposal detailing the information required.

### For services (except construction) add:

At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of \_\_\_\_\_.

Employees of \_\_\_\_\_ will provide the following services in fulfilling the contract requirements. List the services and estimated cost of performance incurred for personnel, and provide brief narrative description.

### For supplies (other than procurement from a regular dealer in such supplies) add:

The \_\_\_\_\_ shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

Employees of \_\_\_\_\_ will perform the following work in fulfilling the manufacturing requirements. List the items and estimated cost of manufacturing, not including materials, and provide brief narrative description.

### For general construction or construction by special trade contractors add:

The \_\_\_\_\_ will perform at least \_\_\_\_\_ percent of the cost of the contract, not including the cost of materials, with its own employees.

Employees of \_\_\_\_\_ perform the following work in fulfilling the contract requirements. List the work and estimated percent of contract cost, and provide brief narrative description.



**IR1052-96-070 NEWS RELEASES**

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without such consent first being so obtained, the Government shall consider institution of all remedies available under the provisions of this contract.

[End of Clause]

**IRT99-09-0001 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS -100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [ ], has not [ ] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed.  
(31 U.S.C. 1354)

(End of Provision)

**IR1052-01-002 PAID SYSTEM**

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access. Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such

as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 254-3300.

## **SOLICITATION ATTACHMENT 2**

### **ADDENDUM TO FAR 52.212-1**

#### **I. QUESTIONS/PROPOSAL DUE DATES**

Questions regarding the solicitation's technical or contractual content will be received, in writing, by the Procurement office until May 26, 2009. Questions must be sent by e-mail to the contracting officer at leona.m.brown@irs.gov. No telephonic inquiries will be accepted. An amendment will be released providing responses to questions that were received by the above date. Questions received after the date will not be guaranteed responses before the closing date of the solicitation.

Proposals to this solicitation must be received by 10:00 a.m., EST, June 18, 2009.

#### **II. STRUCTURE OF PROPOSALS**

All proposals must contain technical and price proposals in accordance with the instructions below. To be considered responsive, vendors must also submit fully executed copies of all certifications and representations, a signed copy of the solicitation document, including all amendments and follow any other instructions contained in clause FAR 52.212-1, Instructions To Offerors --Commercial Items, unless contrary instructions are given herein. Offerors shall not submit copies in excess of those requested nor submit copies in formats other than those set forth below. Proposals that are not structured in accordance with the instructions set forth in this solicitation may be considered non-responsive and ineligible for inclusion in the competitive range, if discussions are determined necessary, and ineligible for award. Proposals shall be structured and submitted as follows:

##### **Hard Copy of Proposal**

Each offeror must submit one complete hard copy of their proposal, with applicable signatures, that must contain the following:

- (1) One (1) copy of the completed solicitation, including any amendments with definitive statements to all representations and certifications. FAR 52.219-14, Limitations on Subcontracting, and its subsequent certification, IR1052-04-001, Instructions to Offerors for Performance Requirements, is applicable only to HUBZone Firms submitting proposals as prime contractors.
- (2) One (1) copy of their technical proposal.
- (3) One (1) copy of their price proposal.
- (4) One (1) copy of their Small Business Subcontracting Plan

(5) Two (2) copies, each; of the proposed software, training materials and user manuals.

**1. Technical and Price Proposals shall be structured as follows:**

*(1) Technical Proposal*

The offeror's technical proposal shall be a separate and distinct document from the executed solicitation and price proposal. The offeror shall not include any pricing information in the technical proposal. Information submitted as part of the technical proposal may be incorporated into the resulting contract.

The technical proposal shall not contain any brochures, advertising or any other type of extraneous, graphic literature or documents that have not been requested and are not relevant and essential for proposal evaluation. Vendors may include references to accessible websites that contain product or other pertinent information.

Technical proposals must be structured as followed:

*(a) Technical Proposal Section 1 -*

This section shall demonstrate the offerors' understanding of the requirements of the Statement of Work (SOW), exclusive of sections 3.1.4, Optional Software Requirements; 4.2.1, Optional Distribution Requirements; 5.3, Optional Customer Service Requirements; and 6.7.2, Optional Training Portal Requirements. All other requirements are mandatory, as noted therein. This document must address each section of the statement of work and fully demonstrate the offeror's ability to comply with all requirements. A simple restating of the statement of work is not acceptable. When appropriate, this section may reference other sections of the offeror's proposal but must definitively demonstrate the offeror's ability to fulfill all requirements in each section.

*(b) Technical Proposal Section 2 -*

This section shall demonstrate the offeror's ability to meet the applicable technical requirements of Section 508 of the Rehabilitation Act under this solicitation. The IRS has determined which standards and provisions will apply, by product, to this award and those requirements have been provided in Attachment 1 of the statement of work entitled, 508 Work Sheets. The offeror shall complete the worksheets for each standard for each applicable product in accordance with the instructions provided in the attachment.

*(c) Technical Proposal Section 3 -*

This section shall demonstrate the offeror's ability to comply with the optional technical requirements found in sections 3.1.4, Optional Software Requirements; 4.2.1, Optional Distribution Requirements; 5.3, Optional Customer Service Requirements; and 6.7.2, Optional Training Portal Requirements. Offerors must approach these optional technical requirements in the same manner as they addressed the mandatory requirements; fully addressing each of these sections to definitively demonstrate their ability to fulfill each of the requirements.

(d) Technical Proposal Section 4 -

This section shall demonstrate the offerors' ability to comply with the solicitation's Experience and Past Performance requirements.

Offerors must submit the names of three (3) past or present customers for whom they have performed contracts for the delivery of electronic return preparation and transmission software and related support services within the past 3 years. These references may include past performance data for requirements where offerors performed as integrators, prime contractors or subcontractors on contracts with federal, state, and local government customers as well as those with commercial entities. Offerors may include valid past performance data for contracts for the delivery of products and services that are similar in nature and scope to the requirements under this solicitation when there is an insufficient number of electronic return preparation and transmission software contract experiences. This response may include relevant experience obtained under predecessor companies. Past performance references may also be included for proposed subcontractors, partners or key personnel that will perform major or critical aspects of the requirement.

Offerors shall provide the name (Name of Government or Commercial Entity) and address of the customer and a phone number, fax number and e-mail address of a customer point of contact for each performance reference. The contract title, number, value and period of performance shall also be provided as well as the name and phone numbers of the Contracting Officer and the Contracting Officer's Technical Representative where applicable. The offeror shall also identify whether the work was performed as an integrator, prime contractor or a subcontractor.

Offerors shall then provide a narrative that provides a description of the work performed and discusses its experience and capabilities under each contract and how that previous experience has prepared the offeror to perform the requirements within the scope of this solicitation successfully. Offerors should address how their prior experience and capabilities relate to the nature, scope and complexity of the current requirement.

Offerors shall include information regarding any problems encountered on the identified contracts and the offeror's subsequent corrective actions. This narrative should include information that addresses the key areas of this solicitation. In addressing these areas, the narrative must include information relating to the compliance with contract terms and conditions, the compliance with schedules, problem resolution, timely delivery, training, transmission services, software maintenance and support. Offerors should also include any past performance information regarding their compliance with subcontracting plan goals that includes prior compliance with goals for small disadvantaged business (SDB) concerns, monetary targets for SDB participation, and any notifications submitted under FAR Part 19.1202-4(b).

The Government will contact the references to discuss and verify the information provided in this section using a Past Performance Survey questionnaire (Information Copy provided at Attachment 5). Therefore, the offeror is responsible for assuring the references furnished and their e-mail, phone and fax numbers are current, complete and accurate in all instances. It shall not be the IRS' responsibility to follow up with past performance contacts who do not respond or for whom the contact information provided by the offeror is inaccurate, incomplete, or outdated.

*(e) Technical Proposal Section 5 -*

This section of the proposal addresses the extent of participation of small disadvantaged business (SDB) concerns in performance of the contracts in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce (see FAR Part 19.201(b)), and to the extent authorized by law. Under this section, the offeror will identify any projected targets for Small Disadvantaged Business (SDB) Participation in the performance of this contract using the Small Disadvantaged Business Participation Table included at Attachment 3 of the solicitation. Offerors shall provide targets, expressed as dollars and percentages of total contract value, in each of the applicable, authorized NAICS Industry Subsectors, and a total target for SDB participation by the contractor, including joint venture partners, and team members, and a total target for SDB participation by subcontractors. SDB offerors that waive the SDB price evaluation adjustment in the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, shall provide a target for the work that it intends to perform as the prime contractor. Any targets will be incorporated into and become part of any resulting contract. Contractors with SDB participation targets shall be required to report SDB participation.

*(2) Price Proposal*

The price proposal shall be bound separately from the technical proposal. The price proposal shall consist of pricing for each of the items set forth in the

solicitation's schedule. The document shall consist of a copy of the schedule with pricing provided in each blank for each item. The document shall include a summary page that sets forth the total proposed price per year and the total cumulative proposed price for the proposal. This summary page may be in either Microsoft Excel or Word format.

## **2. Small Business Subcontracting Plan**

In accordance with FAR Part 19.7, offerors must complete and submit a Small Business Subcontracting Plan. Offerors may use Attachment 4 of the solicitation entitled, "Department of the Treasury Small, HUBZone Small, Small Disadvantaged, Women-Owned Small, Veteran-Owned Small, & Service Disabled Veteran-Owned Small Business Concerns Subcontracting Plan Outline" or offerors may submit an existing corporate plan, if it is more extensive. Any submitted plan must, at a minimum, contain the information requested in Attachment 4. Plans should adhere to the requirements under FAR 52.219-9, Small Business Subcontracting Plan.

## **3. Copies of Software, Training Materials and User Manuals**

Offerors must also include with their proposals two (2) production copies of their software, which the IRS will be authorized to test, along with two (2) copies each of their commercial training materials and user manuals. Of the (2) copies, 1 copy (including the software, training materials and user manuals) must be sent to:

Internal Revenue Service  
IRS - Stop 54 W&I  
401 W. Peachtree Street, N.W.  
Atlanta, Georgia 30308  
Attn: Cindy Jones

The other copy must be sent to:

Internal Revenue Service  
Arka Monterey Park Building  
1973 North Rulon White Boulevard, MS 6502  
Ogden, Utah 84404-4056  
Attn: Howard Schuyler

During the proposal review process, the software will be subjected to testing.

## **4. Electronic Copies of Technical and Price Proposals**

In addition to providing one completed hard copy of the proposal, offerors shall provide one (1) electronic copy of their technical proposal and one (1) electronic copy of their price proposal. These copies shall be structured in accordance with the criteria set forth above. The technical proposal shall be formatted in Microsoft Word and the price

proposal shall be formatted in either Microsoft Word or Excel. These electronic copies may be used interchangeably with their hard copy counter parts by the Procurement Office and the technical evaluation team and therefore, shall be identical to the hard copies of the technical and price proposals.

### **III. PROPOSAL DELIVERY INSTRUCTIONS**

The hard copy of the complete proposal, including the Small Business Subcontracting Plan, shall be mailed to: IRS National Office Procurement, 6009 Oxon Hill Road, Suite 500, Oxon Hill, MD 20745, Attn: Leona M. Brown, OS:A:P:I:F:B. The electronic copies of the technical and price proposals may be submitted by e-mail to leona.m.brown@irs.gov or on Compact Disc (CD), however the method must allow electronic transmission of the documents by the contracting officer to the technical evaluation team. Offerors wishing to hand-carry documents may contact Leona M. Brown at (202)283-1296 to coordinate drop-off.

The copies of software, training materials and user manuals must be sent to the addresses listed above.

All copies of the proposal must arrive by the closing date and time of the solicitation. All copies must be structured as set forth above and must be provided in the stated quantities and formats. Proposals that are not compiled accordingly may be considered non-responsive and ineligible for inclusion in the competitive range, if discussions are determined necessary, and ineligible for award. Any questions or concerns regarding proposal structure or delivery may be submitted in accordance with Section I, QUESTIONS/PROPOSAL DUE DATES, above.

### **IV. TESTING GUIDELINES**

Below are specific technical guidelines and requirements that offerors must have in place by July 13, 2009. To conduct testing, the IRS must have the following:

1. Permission to copy the CD and instruction/training material provided as part of the initial proposal.
2. A technical point of contact (POC) and a back-up. The IRS will need someone available for technical support and to provide acknowledgement that the transmissions were received. Quick access to the POC will be needed since this is a time-based test and the testers will only be available for a limited amount of time each day.
3. Offerors must provide instructions for testing their tax year 2008. The IRS will use up to 12 testers that will prepare multiple returns each. Instructions must address the following questions:

(a) When preparing the return, what social security numbers should be used for the test?



(b) Should the EFIN be used as part of the SSN?

The IRS will need the ability to transmit the returns via Internet, dial-up modem from the stand alone software application and the web-based application.

4. Offerors shall identify and provide whether the IRS needs a training EFIN and Registration code to load and use the software. The IRS needs to know what is required to prepare and transmit returns using the offeror's tax year 2008 software and receive acknowledgement from the offeror for receipt of the return.

5. Offerors shall provide a phone number for dial-up transmission and a URL for Internet transmission to the offeror for use in transmitting a test return during the testing phase of the software. Since it is a requirement that the potential offeror be able to accept both Internet and dial-up modem transmissions, the IRS will be testing both methods.

6. The IRS will need access to the offeror's web-based application. Access includes the ability to prepare and transmit a return to the offeror and receive an acknowledgement of a successful transmission.

The technical POC for the Usability Lab will be Howard Schuyler. His email address is howard.schuyler@irs.gov and his phone number is 801-620-4056. Mr. Schuyler can assist offerors with any technical set up concerns/questions. Please note that Mr. Schuyler is not a member of the evaluation team or the Procurement Office and has no knowledge of the overall procurement. His function is solely to assist you with the technical aspects of setting up your product for testing.

## **V. MULTIPLE OFFERS AND SINGLE AWARD**

FAR 52.212-1(e), Multiple offers, is not applicable to this acquisition. Offerors are not authorized to submit multiple, alternative offers in response to this solicitation.

FAR 52.212-1(h), Multiple awards, does not apply to this acquisition. Only one award will result from this solicitation. Offerors proposals must demonstrate an ability to provide the entire requirement.

## **VI. DISCUSSIONS**

In accordance with FAR 52.212-1(g), the Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the contracting officer to be necessary.

**ADDENDUM TO FAR 52.212-2****I. EVALUATION METHODOLOGY**

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government; price and other factors considered. The following factors shall be used to evaluate offers:

1. Mandatory Requirements
2. Section 508 Standards
3. Optional Requirements
4. Experience
5. Past Performance
6. Small Disadvantaged Business (SDB) Participation
7. Price
8. IRS Contractor Review

The evaluation will be conducted as follows:

Proposals will be initially evaluated to determine each offeror's ability to meet the solicitation's Mandatory Requirements and the applicable technical requirements of Section 508 of the Rehabilitation Act.

The evaluation of the Mandatory requirements will consist of assessing each proposal against the mandatory technical requirements of the Statement of Work. This evaluation will be conducted on a "pass/fail basis. Testing will be conducted using the offeror supplied software, training material and manuals to evaluate proposals under this factor. The IRS will be conducting testing the weeks of July 20th and July 27th of 2009 between the hours of 8:00 a.m. and 5:00 p.m. (Eastern Standard Time). During this phase, the IRS plans to prepare and transmit test returns to the offeror and will expect acknowledgements of receipt using the offeror's tax year 2008 software. Proposals must meet all mandatory requirements in order to be eligible for award.

Under evaluation of the Section 508 requirements, each offer will be assessed to determine the offeror's ability to comply with the technical standards issued by the Architectural and Transportation Barriers Compliance Board (Access Board), pursuant to Section 508 (a) (2) (A) of the Rehabilitation Act Amendments of 1998. Provided all mandatory technical requirements are met, the IRS must acquire the product that best meets the Access Board's technical provisions and the accessibility needs of the intended end users.

After consideration of the mandatory requirements and Section 508, offerors will be further evaluated to determine the proposal that provides the best value to the government using the remaining factors. They are listed below in descending order of importance, exclusive of the IRS Contractor Review.

1. Optional Requirements
2. Experience
3. Past Performance
4. Small Disadvantaged Business (SDB) Participation
5. Price

The IRS Contractor Review will be conducted only on the apparently successful offeror once all other factors have been considered and a tentative successful offeror has been determined.

## **1. Mandatory Requirements and Section 508**

Initially, Sections 1 and 2 of each offeror's technical proposal will be evaluated to assess an offeror's ability to meet the Mandatory Requirements of the Statement of Work and the applicable technical requirements of Section 508 of the Rehabilitation Act.

### **a. Mandatory Requirements**

The evaluation of Section 1 will use the technical requirements of the Statement of Work as its basis for evaluating the technical acceptability of each proposal. In addition, the IRS' Third-party data store will be accessed to ensure the proposed software and transmitters are identified as "IRS accepted". The "Optional" requirements listed in the Statement of Work and included in Section 3 of the proposals will not be evaluated under this assessment. All other requirements within the statement of work are mandatory as noted, therein. The IRS will rate each offerors' compliance with the requirements as "pass" or "fail".

The IRS will conduct testing during this phase of the evaluation. If information is obtained through testing that contradicts information provided in the technical proposal, the testing results shall be given precedence. Offerors must receive a rating of "pass" under all mandatory technical requirements of the Statement of Work to be eligible for award.

### **b. Section 508 of the Rehabilitation Act**

The evaluation of Section 2 will consist of an assessment of offeror's ability to comply with the applicable technical requirements of Section 508 of the Rehabilitation Act. Provided all non-Section 508 technical requirements are met, the IRS must acquire the product that fully meets the Access Board's technical provisions and the accessibility needs of the intended end users. If no offered product meets all of the technical provisions, the Access Board's standards require an agency to "procure the product that best meets the standards" (see 36 CFR 1194.2(b)), unless an undue burden determination justifies otherwise. Designating this procurement as an undue burden will be considered only if after all proposals have been evaluated; and based on both technical and pricing information provided, it is deemed that such a determination

is warranted.

The IRS determined which standards and provisions will apply, by product, to this award and those requirements were provided in Attachment 1, 508 Worksheets, of the Statement of Work. Each offeror shall demonstrate his compliance with these requirements by completing the attachment and including it in his proposal as Section 2. The offer shall demonstrate his product's conformance level for each standard using the following designations:

"F" – Full Compliance

"P" – Partial Compliance

"N" – Non-Compliance

In order for the IRS to evaluate this factor, offerors must complete Block F, Comments, of the worksheets to promote the IRS' better understanding of the compliance levels of the proposed products. Offerors shall describe how the product is fully compliant, is partially compliant or is non-compliant. Full compliance includes products that are currently compliant, products that will be compliant by award and products that will be compliant by delivery. Additional pages may be added, if necessary, and included in Section 2 of the technical proposal as part of the offeror's response to this requirement.

The document will be reviewed to determine each offeror's total 508 score. This will be determined by calculating the number of standards for which the offeror is "F". Offerors will be given 1 point or 2 points for each standard where they have been evaluated at either "F", depending upon the weight that has been indicated in column G of the worksheet. The points will be totaled to determine each offeror's 508 score. Offerors obtaining the same numerical score will be considered to provide equally compliant products regardless of the weight assigned to each standard.

The IRS will only consider partial compliance ("P") to determine the more compliant product if two or more offerors obtain equal numerical scores after Full Compliance has been evaluated or if no offered products meet any of the standards for Full Compliance.

## **2. Best Value Assessment**

Under this phase of the evaluation, Sections 3, 4 and 5 of each proposal will be reviewed. The evaluation of Section 3 will assess each offeror's ability to comply with the optional requirements of the Statement of Work, the evaluation of Section 4 will assess each offeror's experience and past performance history and the evaluation of Section 5 will assess each offeror's commitment to using small disadvantaged business (SDB) concerns in the performance of the work.

### **a. Optional Requirements**

The evaluation of Section 3 will be conducted using the eight (8) factors below. All factors are of equal importance. Offerors must demonstrate the ability to address all requirements under each factor to receive credit under that factor. The IRS will not award partial credit. The IRS shall conduct testing during this phase, as applicable. If information is obtained through testing that contradicts information provided in the technical proposal, the testing results shall be given precedence.

*(These factors are from SOW Section 3.1.4, Optional Software Requirements)*

1. The offeror's desktop and web-based software shall provide interview-based data entry capabilities for state tax returns.
2. The offeror's desktop and web-based software shall provide the capability to require a sub-set of users (as determined by the site coordinator) to mandatorily use the interview-based mode.
3. The offeror's desktop and web-based software shall incorporate capability for a third party review of returns, by site coordinators or their designated reviewers, prior to printing or e-filing of the return.
4. The offeror's desktop and web-based software shall provide automated determination of entitlements eligibility, like food stamps and health care assistance.

*(This factor is from SOW Section 4.2.1, Optional Distribution Requirements)*

5. The offeror shall provide for electronic distribution availability of the initial desktop version for each contract year.

*(This factor is from SOW Section 5.3, Optional Customer Service Requirements)*

6. The offeror shall provide first-level secured chat-based customer service.

*(These factors are from SOW Section 6.7.2, and Optional Training Portal Requirements)*

7. The site administrator shall monitor training progress on the offeror's training portal for all IRS licensee users setup under their site identification number (EFIN).
8. The IRS POC, and his/her designee, shall be able to monitor progress on all users setup under the IRS umbrella.

For this portion of the evaluation, offerors shall be rated using the following rating scale:

"Excellent" - Offerors who can provide 6 to 8 of the requirements.

“Very Good” - Offerors who can provide 3 to 5 of the requirements.

“Good” - Offerors who can provide 1 to 2 of the requirements.

b. Experience

In the IRS’ evaluation of experience, each proposal will be reviewed to assess the offeror’s (including proposed teaming partners/subcontractors/key personnel) ability to perform the requirements of the solicitation based on prior experience under similar efforts. In evaluating this factor, the IRS will place emphasis on the following:

1. Experience in providing services similar in nature, scope and complexity to this requirement and how well the offeror performed these services.
2. Experience in successfully distributing at least 10,000 software packages (CD and User Guides) to at least 10,000 unique locations both domestic and abroad in a relatively short period of time.
3. Experience in supporting at least 70,000 users with a minimum 95% resolution on first contact.
4. Experience in providing customized training to users with varied background and experience levels for at least 70,000 users.
5. Experience in developing and deploying web-based training to at least 70,000 users.
6. Evidence that the contractor has the experience, structure, and capability to administer a contract of this size, scope, complexity and type based on past performance of comparable work.

In assessing experience, the IRS will review Section 4 of each proposal, the Past Performance Survey information and any other relevant information provided within any other section of the proposal response. The IRS will also consider any other relevant information provided from any other source.

The following rating method shall be used in the evaluation of experience:

1. “Excellent” - The contractor demonstrates a high level of experience in accordance with the criteria set forth above and exceeds the required performance capabilities.
2. “Good” - The contractor demonstrates above average experience in accordance with the criteria set forth above and meets all required performance capabilities.
3. “Marginal” - The contractor demonstrates sufficient experience in accordance

with the criteria set forth above to perform the requirement.

4. "Poor" - The contractor fails to demonstrate adequate experience in accordance with the criteria set forth above to perform the requirement.

#### c. Past Performance

Under the past performance evaluation, each offeror's past performance history will be evaluated to assess the relative risks associated with the offeror's ability to perform the contract successfully. The assessment will be a product of the subjective judgment by the IRS after it considers all the relevant information. The IRS will review Section 4 of the proposal, responses to the Past Performance Survey, any past performance information contained in the Third-party data store, any relevant data obtained by the contracting officer from the Past Performance Information Retrieval System (PPIRS) and any relevant past performance data obtained from any other source.

The IRS will consider the currency and relevance of the information, source of the information, context of the data, and general trends in an offeror's performance. The IRS will consider past performance of offerors in complying with subcontracting plan goals, where appropriate.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

Under this assessment, offerors shall be rated as follows:

1. "Excellent" - No doubt exists, based on the offeror's performance record, that the offeror can perform the proposed effort. Sources of information are consistently firm in indicating that the offeror's performance was excellent and that they would do business with the offeror again.
2. "Good" - Little doubt exists, based on the offeror's performance record, that the offeror can perform the proposed effort. Sources of information indicate that the offeror's performance was good, or better than average, and that they would do business with the offeror again.
3. "Neutral" - No past performance record identifiable; equates to an unknown risk rating having no positive or negative evaluation significance.
4. "Marginal" - Some doubt exists, based on the offeror's performance record, that the offeror can perform the proposed effort. Sources of information make unfavorable reports about the offeror's performance and express concern about doing business with the offeror again.

5. "Poor" - Significant doubt exists, based on the offeror's performance record, that the offeror can perform the proposed effort. Sources of information consistently indicate that the offeror's performance was unsatisfactory and that they would not do business with the offeror again.

#### d. SDB Participation

In the review of Section 5, the IRS will evaluate the extent of participation of Small Disadvantaged Business (SDB) concerns in the performance of the proposed contract. The evaluation will be based on information obtained from the Small Business Subcontracting Plan and the Small Disadvantaged Business Participation Table. Offerors shall be rated based on the Department of the Treasury's subcontracting goal of 5% to SDB Concerns. Offerors shall be rated as follows:

1. "Excellent" - More than 5% of the offeror's total subcontracting dollars will be allocated to SDB concerns.
2. "Good" - At least 5% of the offeror's total subcontracting dollars will be allocated to SDB concerns.
3. "Marginal" - Less than 5% of the offeror's total subcontracting dollars will be allocated to SDB concerns.
4. "Poor" - The offeror does not plan to subcontract with any SDB concerns.

### **3. Small Business Subcontracting Plan**

The Small Business Subcontracting Plan is a separate document from the Small Disadvantaged Business Participation Table required under Technical Proposal Section 5. With the exception of the SDB information, this plan will not be rated under the technical evaluation, however; in accordance with FAR 52.219-9, the plan shall be included in and made a part of the resultant contract. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

### **4. Price Proposal**

Price analysis will be conducted in accordance with the applicable techniques cited in FAR 15.404-1(b) and in accordance with FAR 15.404-1(g). As the non-price factors; optional requirements, experience, past performance, and SDB participation, become more equal among offerors, price will become more significant.

## **II. IRS CONTRACTOR REVIEW**

In accordance with Section 7.5, Security Oversight, of the statement of work, award of this contract will be contingent upon the successful offeror's facility, systems, and



procedures passing the IRS Contractor Review. Once the evaluation is complete and an apparently successful offeror has been determined, the offeror will be notified that the IRS intends to make award to that company pending the outcome of the review. The review will be performed within two (2) weeks after the notice has been given. If any risks are identified, the contractor must submit a plan of compliance to mitigate the risks within two (2) weeks of the IRS' notification of the vulnerabilities disclosed during the review. Once the IRS approves the plan, the contractor must be fully compliant with the recommendations within sixty (60) days. The IRS will perform a follow-up safeguard review within two (2) weeks after the sixty (60) day deadline to validate contractor compliance.

Final award of a contract will not be made until the review has been completed and contractor compliance has been validated. If the apparently successful offeror's fails to pass the review, his proposal will be considered technically unacceptable and ineligible for award and a subsequent successful offeror will be selected from the remaining eligible proposals.

## SOLICITATION ATTACHMENT 3

### Small Disadvantaged Business (SDB) Participation Table

TABLE 1

List of Small Disadvantaged Business Firms in Targeted NAICS Codes

Category I – Prime Contractor Target NAICS SDB Credit (Applicable only if the proposed prime Contractor is an SDB in a targeted NAICS code.				
NAME, ADDRESS, TELEPHONE OF CONTRACTOR	TARGET NAICS CLASSIFICATION	SERVICE PROVIDED	\$ AMOUNT	% OF TOTAL CONTRACT VALUE
			\$	%

Category II – Joint Venture Partners and Team Member Proposed for Target NAICS SDB Credit				
NAME, ADDRESS, TELEPHONE OF CONTRACTOR	TARGET NAICS CLASSIFICATION	SERVICE PROVIDED	\$ AMOUNT	% OF TOTAL CONTRACT VALUE
			\$	%

Category III – Subcontractors Proposed for target NAICS credit				
NAME, ADDRESS, TELEPHONE OF CONTRACTOR	TARGET NAICS CLASSIFICATION	SERVICE PROVIDED	\$ AMOUNT	% OF TOTAL CONTRACT VALUE
			\$	%

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Note: A separate target list must be submitted for each option year of the contract.

TABLE 2

## Summary Sheet for Cumulative Target NAICS SDB Data by Category

Category I - Prime Contractor Target NAICS SDB Costs:	
Total Estimated Dollar Value of Category I Costs in Target NAICS Codes	\$ _____
% of Total Estimated Contract Costs	_____
Category II - Joint Venture/Partnerships/Team Members Target NAICS SDB Costs:	
Total Dollar Value of Category II Costs in Target NAICS Codes	\$ _____
% of Total Estimated Contract Costs	_____
Category III - Subcontractor(s) Target NAICS(s) SDB Costs:	
Total Dollar Value of Category III Costs in Target NAICS Codes	\$ _____
Total Estimated Dollar Value of Category I, Category II, and Category III costs shown above	\$ _____
The total of Category I, Category II, and Category III costs shown above represent _____% of total Estimated Contract Costs	_____ %

Note: All Summary Data shown on this sheet must reflect data for Base Year Performance and all option years.

## SOLICITATION ATTACHMENT 4

### Department of the Treasury Small, HUBZone Small, Small Disadvantaged, Women-Owned Small, Veteran-Owned Small, & Service Disabled Veteran-Owned Small Business Concerns Subcontracting Plan Outline

*The following outline meets the minimum requirements of Public Law 95-507 and the Federal Acquisition Regulation (FAR) Subparts 19.7. It is intended to be a guideline. It is not intended to replace any existing corporate plan which is more extensive. If you need assistance to locate small business sources, contact the Director, Office of Small Business Development at (202) 622-0530 or the bureau Small Business Specialist, Ms. Jodie Paustian, Internal Revenue Service, at (202) 283-1199. Please note that the Department of the Treasury has subcontracting goals of 41 % for small business, 3 % for HUBZone Small Business, 5 % for Small Disadvantaged Business (SDB), 5 % for Women-Owned Small Business (WOSB), and 3 % for Service Disabled Veteran-Owned Small Business (SDVOSB) for fiscal year 2009. For this procurement, the Department of the Treasury expects all proposed subcontracting plans to contain the above goals, at a minimum. Although there is no statutory goal for Veteran-Owned Small Business (VOSB) concerns, a VOSB goal must be proposed in accordance with FAR 19.7 and should represent the offeror's best effort to provide the maximum practicable opportunities for VOSBs. These percentages shall be expressed as percentages of the total available subcontracting dollars.*

#### Identification Data:

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Date Prepared: \_\_\_\_\_ Solicitation Number: \_\_\_\_\_  
 Item/Service: \_\_\_\_\_  
 Place of Performance: \_\_\_\_\_

#### 1. TYPE OF PLAN: (Check only one).

- ☐ INDIVIDUAL PLAN: *In this type of plan, all elements are developed specifically for this contract and are applicable for the full term of this contract.*
- ☐ MASTER PLAN: *In this type of plan, goals are separately developed for this contract in an individual plan; all other elements are standard. The master plan must be approved once every three (3) years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.*
- ☐ COMMERCIAL PLAN: *This type of plan is used when the contractor sells products and services customarily used for non-government purposes. Plans and goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during year approved. The contractor must provide a copy of the initial agency approval, and must submit an annual Summary Subcontracting Report (SSR) in the electronic Subcontracting Reporting System (eSRS) to Treasury with a breakout of subcontracting prorated*

for Treasury (with a further bureau breakout, if possible).

## 2. GOALS:

FAR 19.704(a)(1) requires dollar and percentage goals for using small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns as subcontractors for the base year and each option year. (Please note that the goals for HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns are sub-sets of the small business goal). Express all dollar goals as a percentage of total planned subcontracting dollars. Zero percentage/dollar goals are NOT ACCEPTABLE and will not be approved.

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

Estimated Dollar Value of All Planned Subcontracting				
Base	1 <sup>st</sup> Option	2 <sup>nd</sup> Option	3 <sup>rd</sup> Option	4 <sup>th</sup> Option
\$	\$	\$	\$	\$
100%	100%	100%	100%	100%

B. Estimated dollar value and percentage of total planned subcontracting to small business concerns (including ANC's and Indian tribes) is: (Include HUBZone Small, Small Disadvantaged, Women-owned Small Business, Veteran-owned Small Business and Service Disabled Veteran-Owned Small Business)

\*(This figure includes the amount in C., D., E., F., and G. below.)

Subcontracting to Small Business Concerns (including ANC's and Indian tribes)				
Base	1 <sup>st</sup> Option	2 <sup>nd</sup> Option	3 <sup>rd</sup> Option	4 <sup>th</sup> Option
\$	\$	\$	\$	\$
%	%	%	%	%

C. Estimated dollar value and percentage of total planned subcontracting to HUBZone small business concerns is:

Subcontracting to HUBZone Small Business Concerns				
Base	1 <sup>st</sup> Option	2 <sup>nd</sup> Option	3 <sup>rd</sup> Option	4 <sup>th</sup> Option
\$	\$	\$	\$	\$
%	%	%	%	%

D. Estimated dollar value and percentage of total planned subcontracting to small disadvantaged business concerns (including ANC's and Indian tribes) is:

<b>Subcontracting to Small Disadvantaged Business Concerns (including ANC's and Indian tribes)</b>				
<b>Base</b>	<b>1<sup>st</sup> Option</b>	<b>2<sup>nd</sup> Option</b>	<b>3<sup>rd</sup> Option</b>	<b>4<sup>th</sup> Option</b>
\$	\$	\$	\$	\$
%	%	%	%	%

E. Estimated dollar value and percentage of total planned subcontracting to women-owned small business concerns is:

<b>Subcontracting to Women-Owned Small Business Concerns</b>				
<b>Base</b>	<b>1<sup>st</sup> Option</b>	<b>2<sup>nd</sup> Option</b>	<b>3<sup>rd</sup> Option</b>	<b>4<sup>th</sup> Option</b>
\$	\$	\$	\$	\$
%	%	%	%	%

F. Estimated dollar value and percentage of total planned subcontracting to veteran-owned small business concerns is:

<b>Subcontracting to Veteran-Owned Small Business Concerns</b>				
<b>Base</b>	<b>1<sup>st</sup> Option</b>	<b>2<sup>nd</sup> Option</b>	<b>3<sup>rd</sup> Option</b>	<b>4<sup>th</sup> Option</b>
\$	\$	\$	\$	\$
%	%	%	%	%

G. Estimated dollar value and percentage of total planned subcontracting to service disabled veteran-owned small business concerns is:

<b>Subcontracting to Service Disabled Veteran-Owned Small Business Concerns</b>				
<b>Base</b>	<b>1<sup>st</sup> Option</b>	<b>2<sup>nd</sup> Option</b>	<b>3<sup>rd</sup> Option</b>	<b>4<sup>th</sup> Option</b>
\$	\$	\$	\$	\$
%	%	%	%	%

\*\* IF ANY CONTRACT HAS MORE THAN FOUR OPTIONS, PLEASE ATTACH ADDITIONAL SHEETS SHOWING DOLLAR AMOUNTS AND PERCENTAGES.

- o) Supplies and/or services to be subcontracted under this contract, business size (i.e., SB, HUBZone, SDB, WOB, VOSB, SDVOSB, and LB), and the estimated dollar expenditure are: (Check all that apply).

Business Category or Size									Company Name (If Known)
Supply/Service	Dollar Amount	Large	Small Bus.	HUBZ Small	SDB	WOSB	VOSB	SDVOSB	

(Attach additional sheets if necessary.)

11. Explain the methods used to develop the subcontracting goals for small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns.


12. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns were determined.


I3. How the capabilities of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns were determined.


I4. Identify all source lists used in the determination process.


J. Indirect and overhead costs \_\_\_ HAVE BEEN or \_\_\_ HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above. (Check one.)

K. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small (including ANC's and Indian tribes), HUBZone small, small disadvantaged (including ANC's and Indian tribes), women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns.


### 3. PROGRAM ADMINISTRATOR:

*FAR 19.704(a)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, fax number, e:mail address, and position within the corporate structure and the duties of that employee.*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_



Telephone: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 E:Mail Address: \_\_\_\_\_

*Duties:* The Program Administrator's general overall responsibility for the Contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan. These duties may include, but are not limited to the following activities. Does the individual named above perform the following? (If NO is checked, please indicate who in the company performs those duties, or indicate why the duties are not performed in your company.)

A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns.

\_\_\_\_ YES                      \_\_\_\_ NO

B. Developing and maintaining bidders' lists of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns from all possible sources.

\_\_\_\_ YES                      \_\_\_\_ NO

C. Ensuring periodic rotation of potential subcontractors on bidders' lists.

\_\_\_\_ YES                      \_\_\_\_ NO

D. Assuring that small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.

\_\_\_\_ YES                      \_\_\_\_ NO

E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns.

\_\_\_\_ YES                      \_\_\_\_ NO

F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business participation.

\_\_\_\_ YES                      \_\_\_\_ NO

G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, HUBZone small, small disadvantaged,

women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns.

☐ YES ☐ NO

H. Overseeing the establishment and maintenance of contract and subcontract award records.

☐ YES ☐ NO

I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

☐ YES ☐ NO

J. Directly or indirectly counseling small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns on subcontracting opportunities and how to prepare responsive bids to the company

☐ YES ☐ NO

K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, or service disabled veteran-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.

☐ YES ☐ NO

L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures.

☐ YES ☐ NO

M. Developing and maintaining an incentive program for buyers which supports the subcontracting program.

☐ YES ☐ NO

N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.

☐ YES ☐ NO

O. Preparing and submitting timely reports.

☐ YES ☐ NO

P. Coordinating the company's activities during compliance reviews by Federal agencies.

☐ YES ☐ NO

#### 4. EQUITABLE OPPORTUNITY

*FAR 19.704(a)(8) requires a description of the efforts your company will make to ensure that small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts may include, but are not limited to the following activities: (Check all that apply.)*

A. Outreach efforts to obtain sources:

- ☐ Contacting minority and small business trade associations
- 
- ☐ Contacting business development organizations
- 
- ☐ Finding sources from the Dynamic Small Business Search of the Central Contractor Registration (CCR) System at <http://www.ccr.gov>
- 
- ☐ Attending small, HUBZone, minority, women-owned, veteran-owned, & service disabled veteran-owned small business procurement conferences and trade fairs
- 

B. Internal efforts to guide and encourage purchasing personnel:

- ☐ Presenting workshops, seminars and training programs
- 
- ☐ Establishing, maintaining and using small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business source lists, guides and other data for soliciting subcontracts
- 
- ☐ Monitoring activities to evaluate compliance with the subcontracting plan
- 

C. Additional efforts: (Please describe.)


#### 5. CLAUSE INCLUSION AND FLOWDOWN

*FAR 19.704(a)(9) requires that your company provide assurances that it will include the clause at FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. FAR 52.219-9(d)(9) also requires that your company agrees in this plan that it will require all subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) to adopt a plan that complies with the requirements of FAR 52.219-9, "Small Business Subcontracting Plan."*

\_\_\_\_\_ [Insert company name] agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns must be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must

be monitored through the submission of periodic reports, including the Individual Subcontracting Report and the Summary Subcontracting Report submitted through the electronic Subcontracting Reporting System (eSRS).

## 6. REPORTING AND COOPERATION

*FAR 19.704(a)(10) requires that your company (1) cooperate in any studies or surveys as may be required, (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Individual Subcontracting Report and Summary Subcontracting Report through the electronic Subcontracting Reporting System (eSRS); and (4) ensure that subcontractors agree to submit the Individual Subcontracting Report and the Summary Subcontracting Report through the electronic Subcontracting Reporting System (eSRS). The cognizant Contracting Officer of the Treasury bureau awarding the contract must approve the reports through the eSRS system. The reports must be submitted electronically through the eSRS system within 30 days after the close of each calendar period. That is:*

<b>Calendar Period</b>	<b>Report Due</b>	<b>Date Due</b>	<b>Send Report Through the Electronic Subcontracting Reporting System (eSRS) to:</b>
10/01–03/31	Individual Subcontracting Report (old SF 294)	04/30	Contracting Officer/Bureau Small Business Specialist
04/01–09/30	Individual Subcontracting Report (old SF 294)	10/30	Contracting Officer/Bureau Small Business Specialist
10/01–09/30	Summary Subcontracting Report (old SF 295*)	10/30	Contracting Officer/Bureau Small Business Specialist/Department of the Treasury Office of Small Business Development

\*Summary Subcontracting Report **must** also be submitted to SBA's Commercial Market Representative

Contracting Officer's Address is:     	Bureau Small Business Specialist address is: Internal Revenue Service, Attn: Jodie Paustian, 6009 Oxon Hill Road, OS:A:P:P, Oxon Hill, MD 20745	Department of the Treasury Office of Small Business Development address is: Department of the Treasury, Attn: Director, Office of Small Business Development, 1500 Pennsylvania Avenue, NW, Mail Code 655 15 <sup>th</sup> /6099, Washington, DC 20220
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## 7. RECORDKEEPING

*FAR 19.704(a)(11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. (Check all that apply.) (If NO is checked, please indicate why these types of records are not maintained.) These records include, but are not limited to, the following:*

A. Small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concern source lists, guides, and other data identifying such vendors.

☐ YES ☐ NO

B. Organizations contacted for small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business sources.

☐ YES ☐ NO

C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation:

C1. Whether small business concerns were solicited, and if not, why not.

C2. Whether HUBZone small business concerns were solicited, and if not, why not.

C3. Whether small disadvantaged business concerns were solicited, and if not, why not.

C4. Whether women-owned small business concerns were solicited, and if not, why not.

C5. Whether veteran-owned small business concerns were solicited, and if not, why not

C6. Whether service disabled veteran-owned small business concerns were solicited, and if not, why not

C7. Reasons for the failure of solicited small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns to receive the subcontract award.

☐ YES ☐ NO

D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small, HUBZone small, minority, women-owned small, veteran-owned small, and service disabled veteran-owned small business procurement conference and trade fairs.

☐ YES ☐ NO

E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.

☐ YES ☐ NO

F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size and ownership status (SB, HUBZone, SDB, WOB, VOSB, SDVOSB, etc.) of each subcontractor. (This item is not required for company or division-wide commercial plans).

\_\_\_\_ YES      \_\_\_\_ NO

G. Other records to support your compliance with the subcontracting plan: (Please describe)


## 8. TIMELY PAYMENTS TO SUBCONTRACTORS

*FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns.*

\_\_\_\_\_[Insert company name] has established and uses such procedures:


## 9. DESCRIPTION OF GOOD FAITH EFFORT

*Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d)(4)(F) directs that the contractor must pay liquidated damages. In order to demonstrate your compliance with a good faith effort to achieve the small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business subcontracting goals, **outline the steps your company plans to take.** These steps will be negotiated with the contracting officer prior to approval of the plan.*



*The offeror is advised that this subcontracting plan will be made a material part of the contract and that the submission of the Individual Subcontracting Report and the Summary Subcontracting Report will be made a not-separately-priced line item deliverable in the contract.*

## **10. SIGNATURES REQUIRED**

### ***Company Signatures:***

This subcontracting plan was **submitted** by:

Signature:

Typed Name:

Title:

Date:

### ***Government Signatures:***

This subcontracting plan was **reviewed** by:

Signature:

Typed Name:

Title: Contracting Officer

Date:

This subcontracting plan was **reviewed** by:

Signature:

Typed Name:

Title: Small Business Specialist

Date:

This subcontracting plan was **reviewed** by:

Signature:

Typed Name:

Title: Small Business Administration Representative

Date:

This subcontracting plan was **approved** by:

Signature:

Typed Name:

Title: Director, Office of Small Business Programs (or designee)

Date:

This subcontracting plan was **accepted** by:

Signature:

Typed Name:

Title: Contracting Officer

Date:

## **SOLICITATION ATTACHMENT 5**

### **PAST PERFORMANCE SURVEY (Information Copy)**



## REQUEST FOR PROPOSALS NUMBER TIRNO-09-R-00021

### ELECTRONIC RETURN PREPARATION AND TRANSMISSION SOFTWARE AND SUPPORT

This survey must be administered to each of an offeror's three (3) customer references. Customers will be asked to rate the offeror on each of the following items. The rating scale is as follows:

E = Excellent    G = Good    M= Marginal    P = Poor    N = Neutral/Did Not Perform  
Function Under Contract

- |  |                   |
|--|-------------------|
| 1. What was/has been the contractor's performance with respect to compliance with the requirements, terms and conditions of the contract?  | E   G   M   P   N |
| 2. What was/has been the contractor's performance with respect to supporting the commercial software provided, including responsiveness to requests for assistance, correction of errors, and the provision of updates and upgrades? | E   G   M   P   N |
| 3. What was/has been the contractor's performance in correcting/resolving any performance problems that you have identified?   | E   G   M   P   N |
| 4. How did/has the contractor performed in the area of integrating products delivered with your end users' existing information technology?  | E   G   M   P   N |
| 5. How did/has the contractor performed in the area of training provided to your end users?  | E   G   M   P   N |
| 6. What was/has been the contractor's performance with respect to support services?  | E   G   M   P   N |
| 7. How would you characterize your organization's overall satisfaction with the product provided?  | E   G   M   P   N |
| 8. How would you characterize the contractor's   | E   G   M   P   N |

overall commitment to satisfying you, the customer?

9. Was the contractor willing to make any changes you requested to the contract?

E G M P N

11. How would you rate the contractor's fulfillment of the terms and conditions of the contract.

E G M P N

12. Would you do business with the contractor again under a similar effort?

- a. Yes, without hesitation.
- b. Yes
- c. Yes, with some concerns.
- d. No

**Verification of Information Submitted**

Offeror \_\_\_\_\_

Customer\_\_\_\_\_

Date \_\_\_\_\_

Person Contacted\_\_\_\_\_

Evaluator \_\_\_\_\_

Customer/Evaluator remarks:

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